

SECTION C – STATEMENT OF WORK

C.1 INTRODUCTION

Department of Justice (DOJ) Wireless Management Office's (WMO), following the guidance of the Office of Management and Budget (OMB), is seeking to consolidate LMR hardware requirements into a single, multiple-agency procurement that is expected to result in multiple-award, fixed-price Indefinite Delivery-Indefinite Quantity (IDIQ), Commercial Items contracts. The Government intends to acquire LMR subscriber unit equipment in four (4) configurations: portable, mobile (to be installed in motor vehicles), desktop base stations, and portable base stations. Also required are repeaters, key-loading equipment, and ancillary services for installation and training. Federal law enforcement agents use subscriber unit equipment in support of the intelligence, investigative, and protective mission of their agencies. The acquisition is designed to obtain economies of scale, reduce duplication of effort, and to obtain equipment that satisfies the interoperability requirements set forth in Project 25 (P25) standards. This contract is for use by the Department of Justice and its components. This contract is also available for use by the following agencies: Department of Treasury, Executive Office of the President, Department of Agriculture, Department of Commerce, Department of Education, the Federal Reserve, General Services Administration, Department of Health and Human Services, Department of Housing and Urban Development, Department of the Interior, Social Security Administration, Department of State, Supreme Court of the United States, Department of Transportation, Department of Veterans Affairs, White House Communications Agency, Department of Homeland Security and Department of Defense.

C.1.1 NARROWBAND MIGRATION

The National Telecommunications and Information Administration (NTIA) requires that all VHF (162-174 MHz) and UHF (406-420 MHz) Federal Government radio systems migrate to narrowband (12.5 kHz) channel operation. To meet this requirement, the NTIA *Manual of Regulations and Procedures for Federal Radio Frequency Management* Chapter 5 *Spectrum Standards* is consistent with TIA/EIA Telecommunications Systems Bulletin (TSB) 102A standards (TIA/EIA-102) for the Class A level of requirements in TIA-102.CAAB-B.

The TIA/EIA-102 standards, also known as the Project 25 Standards, specify radio equipment that allows for a smooth migration from analog operating in the 25 kHz bandwidth to 12.5 kHz digital operations. TIA/EIA-102 standards also provide for a "Common Air Interface" (CAI) across which radio equipment from multiple contractors will interoperate.

C.1.2 Scope

Because of the importance of interoperability and the mandatory requirement to comply with the narrowband requirement set forth by the NTIA, the Department of Justice (DOJ)

has determined that newly procured digital radio equipment and systems shall be compliant with TIA-102.CAAB-B Class A standards and TIA/EIA 603 standards.

This specification includes TIA/EIA-102 compliant narrowband digital radio equipment, software, systems, services, and ancillary equipment. Where applicable, TIA/EIA-102 standards and requirements will take precedence over expressly stated specifications. As new features and functions become available, the Government recognizes that the P25 Statement of Requirements (SOR) dated March 9, 2006, will evolve and reserves the right to procure available compatible products. The Government requests detailed information and pricing on any additional offered capabilities or features that are in accordance with the most recently approved version of the P25 Statement of Requirements but that may not be expressly listed herein.

This contract will be used to purchase VHF, UHF, 700 MHz, 800 MHz, Aircraft and Marine/Watercraft radio equipment on behalf of the DOJ and its respective bureaus.

The LMR will also be available to other agencies as listed in Section G.4.2. If those agencies desire to utilize the LMR, they will be responsible for placing their own orders, subsequently forwarding copies of those orders to IRS (as stated in the LMR Ordering Guide).

Items that are identified as additional capabilities or features in this specification will be purchased only when required and not in all cases. The additional capabilities or features would be added to enhance the capability of the equipment being fielded. Items such as encryption, scanning, display, and keypads are all additional capabilities or features that may or may not be ordered to configure radio equipment appropriately for use.

C.2 GENERAL REQUIREMENTS

The following terms, standards, functions and protocols apply to this specification.

C.2.1 Frequency Ranges

C.2.1.1 VHF (Low-Split)

VHF low-split radios shall operate in a frequency range of 136 – 150.8 MHz at a minimum.

C.2.1.2 VHF (High-Split)

VHF high-split radios shall operate in a frequency range of 150.8 – 174 MHz at a minimum.

C.2.1.3 UHF (Low-Split)

UHF low-split radios shall operate in a frequency range of 406 – 420 MHz at a minimum.

C.2.1.4 UHF (High-Split)

UHF high-split radios shall operate in a frequency range of 450 – 512 MHz at a minimum.

C.2.1.5 700 MHz

700 MHz radios shall operate in a frequency range of 763 - 775 MHz and 793 - 805 MHz.

C.2.1.6 800 MHz

800 MHz radios shall operate in a frequency range of 806 – 824 MHz and 851 – 870 MHz.

C.2.2 Operating Modes

C.2.2.1 Analog

All radio transmit and receive equipment shall be capable of analog operation in the following modes, employing standard signaling (TIA-603):

- Analog Conventional, emission designator 16K0F3E
- Analog Conventional, emissions designator 20K0F3E where applicable
- Analog Narrowband emission designator 11K0F3E

C.2.2.2 Digital

Digital radio transmit and receive equipment shall be capable of operation in the above mentioned analog modes, as well as the digital narrowband mode (TIA/IS 102 series). Mobile and portable units must have, without user intervention, the ability to receive a properly coded analog (11K0F3E/16K0F3E) or digital signal on the same programmed channel.

C.2.3 Special Radio Functions

The portable radio units may be ordered with the following special radio functions. When offered by the contractor and ordered by the Government, each of the supplied special radio functions shall be in accordance with the appropriate section or sections from C.2.3.1 through C.2.3.5.

C.2.3.1 Encryption

Equipment specified to have encryption capabilities shall be equipped with the necessary software for the encryption identified in Sections C.2.3.1.1 or C.2.3.1.2. The traffic encryption key shall be changed using a portable key loading device, personal computer (PC) key loader, or Over-The-Air-Re-keying (OTAR). Encryption devices must be in compliance with TIA-102.AACD (Digital LMR Key Fill Device Interface Protocol). Over-The-Air-Re-keying (OTAR) must be in compliance with TIA-102.AACA-2 (Digital OTAR Protocol) and TIA-102.AACC-A (Conformance Tests for P25 OTAR Protocol). The radio shall have the capability of a Clear/Coded Select function switching between unencrypted communications and encrypted communications.

C.2.3.1.1 TIA/EIA-102 Encryption

The units shall be compliant with Federal Information Processing Standard FIPS 197, Advanced Encryption Standard (AES) and the TIA/EIA-102.AAAD Project 25 Block Encryption Standard, as well as, capable of FIPS 140-2 and 46-3 (Data Encryption

Standard) and have the capability of operation in the TIA/EIA-102 OFB-DES encrypted mode. For interoperability purposes, all units utilizing encryption shall be capable of operation using the AES and DES algorithm, or a compatible encryption algorithm. The encryption shall be compliant with TIA/EIA-102.AAAA-A (Project 25 DES Encryption Protocol), TIA/EIA-102.AAAC (Conformance Test for Project 25 DES Encryption Protocol), along with TIA-102.CABB Interoperability Test Procedures – Over the Air Re-keying (OTAR).

C.2.3.1.2 Legacy and Existing Federal Encryption

The radio shall be capable of a minimum of two encryption algorithms. When specified to support backwards compatibility, the radio unit shall have the capability of operating with a 12.0 kbps Continuous Variable Slope Differential (CVSD) Cipher Feedback (CFB)-DES encryption method in accordance with the FIPS documents 140-1 and 46-3.

C.2.3.2 TIA/EIA-102 Digital OTAR

Equipment shall have OTAR capability to change encryption keys. The OTAR capability shall be compliant with TIA/EIA-102.AACA (Project 25 Digital OTAR Protocol), TIA-102.AACB (OTAR Operational Description), and TIA-102.AACC-A (Conformance Tests for Project 25 OTAR).

C.2.3.3 TIA/EIA-102 Trunking

The equipment shall have the capability for trunking functionality. The trunking method and control channels shall conform to TIA-102.AABA-A (Project 25 Trunking Overview), TIA-102.AABB-A (Project 25 Trunking Control Channel Formats), TIA-102.AABC-B (Project 25 Trunking Control Channel Messages), and TIA-102.AABC-B-1 (Project 25 Trunking Control Channel Messages Addendum for Link Layer Authentication Service).

When specified, trunked equipment shall support an encrypted control channel.

C.2.3.4 Common Subscriber Frequency within a Multiple Repeater Environment

The unit shall have a scanning functionality which provides the ability for subscriber units to use the same transmit frequency with multiple repeaters transmitting on different frequencies which are linked through a common comparator. This feature shall eliminate the need for users to change channels on their subscriber unit while operating in the linked repeater configuration.

C.2.3.5 Internet Protocol (IP)

The unit shall be IP capable and should comply with the latest P25 TIA standards for IP.

C.3 EQUIPMENT - GENERAL

The TSB-102A suite of documents describes a radio system that is comprised of subscriber units, a Radio Frequency (RF) subsystem, and a Common Air Interface (CAI)

between all communicating parties. The documents define how the subscriber units and the RF subsystem shall conform to the CAI. It also provides specifications for transmitters and receivers (reference TIA-102.CAAB-B LMR Transceiver Recommendations), as well as details concerning other interfaces. Refer to TSB-102A for an overview of equipment and systems requirements and capabilities.

This section describes the general requirements that apply to all equipment, as well as transmit and receive requirements for applicable equipment.

C.3.1 General

The following shall apply to all equipment, unless otherwise noted.

C.3.1.1 Construction and Equipment

In accordance with TSB 102A, requirements are based on MIL-STD 810 "Environmental Test Methods and Engineering Guide", which are specified in detail in TIA-102.CAAB-B. All equipment parts shall meet the applicable EIA standards and shall operate within specified ratings. Construction, including assembly and wiring, and finishes shall conform to commercial practices for high quality equipment. The equipment shall be mechanically sound. The mobile and portable equipment shall meet or exceed the applicable sections of MIL-STD-810F "Environmental Test Methods and Engineering Guidelines" as follows:

Method 500.4 Low Pressure Procedure II - Operation
Method 501.4 High Temperature Procedure I - Storage
Method 502.4 Low Temperature Procedure I - Storage
Method 503.4 Temperature Shock Procedure I
Method 505.4 Solar Radiation Procedure I - Cycling for Heat Effects
Method 506.4 Rain Procedure I - Blowing Rain Procedure II - Drip
Method 507.4 Humidity Procedure II - Induced
Method 509.4 Salt Fog Procedure I - Aggravated Screening
Method 510.4 Sand and Dust Procedure I - Blowing Dust
Method 514.5 Vibration Procedure I, Category 10 - Minimum Integrity Test (3 axes)
Method 516.5 Shock Procedure I - Functional Shock Procedure IV – Transit Drop
Procedure VI – Bench Handling

All radio equipment shall meet the requirements of TIA/EIA-603 "Land Mobile FM or PM Communications Equipment Measurement and Performance Standards" when operated in the analog mode.

C.3.1.2 Alignment/Ease of Service

The manufacturer shall provide the Government with any alignment or service procedures that need to be performed in order to guarantee the continued proper operation of the unit. Test points and indicators shall be provided for the operator to perform these routine checks and alignments. These test points and indicators shall be readily accessible and marked for ease of use. Measurements shall be possible using conventional test instruments and/or PC and software. Any alignment procedures shall be efficient, and accomplished in a minimum number of steps. The contractor shall update the procedures

as necessary and provide such updates to the Government.

C.3.1.3 RF Termination

The radio frequency input circuit of all receivers and the output circuit of all transmitters shall be designed for operation into unbalanced transmission lines having a nominal impedance of 50 ohms.

C.3.1.4 Service Manuals

Service manuals shall describe the maintenance features of the specific radio equipment and shall include schematics, programming instructions and options, test points, power usage and dissipation levels, characteristic waveforms, lists of Lowest Replaceable Units (LRU), and other information necessary or useful for the extended care and troubleshooting of the equipment. Service manuals shall be available for all types of equipment to include subscriber units as well as fixed-end equipment. Each manual type shall be a separate line item in the contract defined by the contractor as an accessory. Manuals shall be available in both hard copy and soft copy and identified as a separate line item in the contract. If available, the contractor shall provide on-line access capability for updates to the manual via the Internet or other electronic form, for the life of the contract.

C.3.1.5 Identification Tag

Each complete piece of communications equipment shall have an identification tag permanently affixed on the exterior of the unit for quick, positive identification. At a minimum, the equipment model number, serial number, and FCC type acceptance number shall be provided.

If specified by the Government at the time of delivery order placement, the contractor shall affix Government-provided property management bar codes to all subscriber units in an easy to scan location, or in close proximity to the manufacturer's model and serial number label. Bar code labels will be provided to the contractor within 14 days of order placement.

When requested by the Government, the contractor shall provide the ordering agency with an electronic data file that contains, at a minimum, the information set forth in Section G.12.1 of the contract.

C.3.1.6 Spare Parts Availability

Contractor shall maintain an inventory of spare parts for all equipment purchased under this contract for the period of time the equipment is under warranty.

C.3.1.7 Environmental

Refer to TIA/EIA TSB-102.CAAB-B (Digital C4FM/CQPSK Transceiver Performance Recommendations) for Class A type radios and radio equipment.

C.3.1.8 Discontinuation of Equipment or Parts

The Contractor shall furnish notification of manufacturer discontinuations no later than 120 days prior to discontinuation. **At the of the notification of discontinuance, the contractors will be required to submit a proposal or provide a description of the products being proposed as a substitution.**

C.3.2 Transmit and Receive Equipment - General

The following shall apply to all transmit and receive equipment, unless otherwise noted.

C.3.2.1 Programmability

The equipment shall be capable of being programmed from a PC with appropriate *Windows* based software and equipment.

All radios shall be capable of being *flash* upgraded to implement additional features and functions specified herein.

Over the air programming (OTAP) of changes to subscriber unit characteristics, new features, and software upgrades is highly desired. OTAP shall be made available to the Government as soon as standards are established and contractors implement this feature.

C.3.2.2 Software

The contractor shall provide programming software that can be loaded on a PC that will allow technicians to program the equipment to operate with all applicable features and functions listed within the specifications.

The contractor shall notify the Government representatives identified in G.2.2(a) and (c) in the event of updated software version, and, as a separately priced item, the contractor shall make the updated versions of the software available.

All software and/or flash upgrades to repair software defects or deficiencies shall be provided at no charge to the Government. Additionally, software and/or flash upgrades meant to repair defects shall not be bundled with standard and/or recurring device feature upgrades, unless approved by the Government.

All defect or feature software and flash upgrades shall be provided with site licensing provisions only and shall not be based on quantities of subscriber devices. The upgrades shall include a three (3) year software subscription that is renewable thereafter.

C.3.2.3 Hardware

To facilitate maintenance and upgrades, the equipment shall have field-replaceable hardware modules that allow easy removal and replacement.

C.3.2.4 Transmitter

C.3.2.4.1 Power Levels

Refer to Table C.3-1 for a listing of the required power ranges for portables, mobiles, desktops and portable repeaters. Ranges for low-power, mid-power, and high-power models are listed. The specified power levels shall meet the requirements of TIA 102.CAAB-B paragraph 3.2.1. The level of power output shall be incrementally adjustable from a low power setting to be used for longer battery life, to a high power setting for better communication range. The actual unit power output range may exceed the range indicated in Table C.3-1. Powers listed for the portable repeater and portable base station are rated pre-duplexer. Portable repeaters and portable base stations require minimum 100% and 50% duty cycles, respectively.

Table C.3-1, RF Power Output

Power Range	Portable			Mobile			Desktop			Portable Repeater		
	VHF	UHF	700/800 MHz	VHF	UHF	700/800 MHz	VHF	UHF	700/800 MHz	VHF	UHF	700/800 MHz
Low				10-25W	10-25W	35W	10-25W	10-25W	35W	10-25W		
Mid	1-5W	1-4W	1-3W	25-50W	20-40W		25-50W	20-40W		25-50W	20-40W	20-35W
High				50-110W	50-110W		50-110W	50-110W		50-100W	50-100W	50-110W

C.3.2.4.2 Analog Specifications

Transmitters shall meet or exceed all applicable specifications in TIA/EIA 603 equipment under the transmitter section of standards.

C.3.2.4.3 Digital Specifications

Digital transmitters shall meet or exceed all applicable specifications listed in TIA102.CAAB-B (Digital C4FM/CQPSK Transceiver Performance Recommendations) under the transmitter section of standards for Class A equipment.

C.3.2.5 Receiver

The receivers shall also meet or exceed the standards as defined in section 5.3.5.2, of the NTIA manual, Standards for Fixed and Mobile Analog or Digital FM/PM Narrowband Operations.

C.3.2.5.1 Analog Specifications

Receivers shall meet or exceed all standards specified in TIA/EIA 603 equipment under the receiver section of standards.

C.3.2.5.2 Digital Specifications

Digital receivers shall meet or exceed all applicable specifications listed in TIA102.CAAB-B (Digital C4FM/CQPSK Transceiver Performance Recommendations) under the receiver section of standards for Class A equipment.

C.3.2.6 Channel and Group Capacity

All radios shall support multiple channel operations. When specified for trunking functionality, radios shall also support multiple group operations.

C.3.2.6.1 Channel Capacity

Radios shall support multiple channel operations, providing, as a minimum, 16 channels per radio. When specified, other radio channel capacity requirements shall be required as follows:

- 48 Channel capacity minimum
- 128 Channel capacity minimum
- 256 Channel capacity minimum
- 512 Channel capacity minimum

C.4 SUBSCRIBER UNITS

The baseline requirements for a subscriber unit are defined in the TIA/EIA-102 suite of documents (see TIA/EIA-102 Series Standards Summary Page of this document). The following is a description of the Government's specific requirements.

Subscriber units are grouped into seven (7) categories:

- Portable radios
- Mobile radios
- Desktop stations
- Portable repeaters
- Portable base stations
- Aircraft radios
- Marine/watercraft radios

Subscriber units from any of these seven (7) categories shall be provided that operate in one (1) or more of the frequency ranges identified in Section C.2.1; VHF (Low-Split), VHF (High-Split), UHF (Low-Split), UHF (High-Split), 700MHz and 800MHz. Other than VHF portable units, which must operate in both the VHF High-Split and Low-Split frequency ranges, a single subscriber unit need not operate in more than one of these frequency ranges. It is, however, preferable for any subscriber unit to provide complete band coverage.

C.4.1 Portable Radios

Portable radios shall have the following features/functionality.

C.4.1.1 General Requirements

The portable radios shall have the following features as part of its standard capability of operation.

C.4.1.1.1 Conventional Operation

C.4.1.1.1.1 Simplex Peer-to-Peer Operation

The radio shall have the capability to communicate with other subscriber units independent of fixed infrastructure.

C.4.1.1.1.2 Repeater Access

The radio shall have the capability to communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

C.4.1.1.2 Flash Programming

The portable units shall be capable of flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

C.4.1.1.3 Features and Controls

At a minimum the radio shall have external controls for Push-To-Talk (PTT), and on/off volume with graduated control. In accordance with TSB-102A, control knobs shall be of an ergonomic design.

Where applicable, the radio shall have channel selection and emergency buttons.

C.4.1.1.4 Accessory Support

The portable shall be capable of supporting the following accessories:

- External speaker/microphone
- Belt clip
- External antenna

C.4.1.1.5 External Interface Support

The portable shall be capable of interfacing with the following:

- External key load device
- Personal computer
- Hiroshi 6-pin Connector

C.4.1.1.6 Power Source

The portable radios shall be capable of being powered by a detachable battery pack containing rechargeable cells. Rechargeable batteries shall be capable of delivering the power level and quality required to enable the portable radio to operate under the required technical, environmental, and operational standards. Battery life shall conform to all requirements specified under TIA TSB-102.A (APCO Project 25 System and Standards Definition). However, the Government desires longer battery life when possible.

C.4.1.2 Portable Radio Configurations

The basic portable radios shall have the following configurations.

C.4.1.2.1 Baseline VHF Low-Split and High-Split Combined Configuration

The baseline VHF band portable radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraphs C.2.1.1 and C.2.1.2, combined
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.1.2.2 Baseline UHF Low-Split Configuration

The baseline UHF low-split portable radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.1.2.3 Baseline UHF High-Split Configuration

The baseline UHF high-split portable radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.1.2.4 Baseline 700 MHz Configuration

The baseline 700 MHz band portable radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- 700 MHz band coverage as specified in paragraph C.2.1.5

- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.1.2.5 Baseline 800 MHz Configuration

The baseline 800 MHz band portable radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.1.3 Additional Capabilities or Features

The portable radio units may be ordered with the following capabilities or features. When offered by the contractor and ordered by the Government, each of the supplied capabilities or features shall be in accordance with the appropriate section or sections from C.4.1.3.1 through C.4.1.3.26.

C.4.1.3.1 DTMF Keypad

A DTMF Keypad, as defined in the Glossary, shall be provided and incorporated into the selected radio control configuration.

C.4.1.3.2 Display

A display shall be provided as defined in the Glossary section of this document.

C.4.1.3.3 Scanning

In accordance with TSB-102A, the radio shall have the capability of scanning from a list of programmed frequencies or groups, or user selected frequencies or groups. The scan shall be selectable priority, which means that the transmitter channel or talk-group selected by the user is the priority channel or talk-group.

C.4.1.3.4 Surveillance Mode

The unit shall include the ability to disable any lights and tones, including back-lighting (but not the screen display text), associated with the radio, on a personality by personality basis in order to support covert or surveillance modes of operation. The unit shall be capable of disabling these lights and tones by both of the following methods. The first method is PC programming of selected channels to be used during surveillance operation. If programmed in this manner, the unit shall automatically know to disable these lights and tones when a surveillance mode channel is selected for use. The second method to disable these lights and tones shall be by operator selection, using the radio controls available to the operator.

C.4.1.3.5 Radio Programming Equipment and Cables

The contractor shall provide radio programming equipment cables including all software, equipment and cabling necessary to program standard features, as well as, software upgrades, from PC to radio.

C.4.1.3.6 External Data Port

When specified, the units shall support an external data port to an attached mobile data terminal (MDT), portable computer or other peripheral device. The MDT interface must be able to present an addressable MDT data stream to a host-attached port, physically over an RS-232 or V.35 electrical interface or via Universal Serial Bus (USB). When RS-232 interface is implemented, the physical layer shall be capable of conforming with EIA RS-232-C for data rates under 19.2 kbps and CCITT V.35 for data rates above 19.2 kbps.

C.4.1.3.7 Batteries – Rechargeable

Rechargeable batteries shall be resistant to the memory effect and shall not drop below 95% of their rated capacity (amp-hours) for the first 18 months of use through standard charging without requiring the use of a battery conditioner.

C.4.1.3.8 Batteries – Disposable

Disposable batteries shall contain battery cells enclosed in a lightweight metal or plastic housing. The battery shall be capable of delivering the power level and quality required to enable the portable radio to operate under the required technical, environmental, and operational standards. Battery life shall conform to all requirements specified under TIA TSB 102.A (Project 25 System and Standards Definition).

C.4.1.3.9 Re-Loadable Battery Pack

A re-loadable battery pack (housing unit) shall consist of a device that will accept disposable Commercial off-the-Shelf (COTS) alkaline batteries (i.e., Triple A, Double A, "D", or 9-volt style). The battery pack with the appropriate COTS batteries installed shall be capable of delivering the quality required to enable the portable radio to operate under the required technical, environmental, and operational standards. A reduction in radio output power is acceptable when powered by the re-loadable battery pack, as long as the radio continues to operate normally in all other regards, and reverts to normal power output levels with the normal power source is used. Battery pack with appropriate batteries installed shall conform to all requirements specified under TIA TSB-102.A (APCO Project 25 System and Standards Definition).

C.4.1.3.10 Single Unit Battery Charger

The unit shall be capable of charging a single rechargeable battery. It shall be powered by 110/240 VAC, 50/60 Hz power. The unit shall have an indicator LED for the status of the battery, such as charging, and charged indicators. The Government desires that the unit be rated for rapid, one (1) hour recharge time.

C.4.1.3.11 Single Unit Tri-Chemistry Battery Charger

The unit shall be a tri-chemistry (Ni-CD, Ni-MH, or Li-Ion) battery charger. The tri-chemistry battery charger shall include a universal power source (90 to 265 VAC, 50 – 400 Hz), and shall be rated for rapid, one (1) hour recharge time.

C.4.1.3.12 Multi-Unit Battery Charger

The unit shall be capable of charging a minimum of six (6) rechargeable batteries simultaneously. The charger shall have the same requirements as the single battery charger unit specified above, and shall have LED indication for each battery. The Government desires optional sleeves to accommodate different battery types, especially different batteries from multiple manufacturers.

C.4.1.3.13 Multi-Unit Tri-Chemistry Battery Charger

The unit shall be a tri-chemistry (Ni-CD, Ni-MH, or Li-Ion) multi-unit battery charger. The tri-chemistry multi-unit battery charger shall be capable of charging six (6) batteries at once. The charger shall have a universal power source (90 to 265 VAC, 50 – 400 Hz), and shall be rated for rapid, one (1) hour recharge time. The Government desires optional sleeves to accommodate different battery types, especially different batteries from multiple manufacturers.

C.4.1.3.14 Automobile Adapter Battery Charger

The unit shall be capable of charging a single rechargeable battery. It shall be powered by a 13.8V DC car battery, and shall have LED indication as required by the single unit battery charger specified above. It shall have a cigarette lighter/12V accessory adapter plug.

C.4.1.3.15 Multi-Unit Battery Re-conditioner

The system shall be capable of recharging as well as reconditioning “memorized” batteries, if necessary, as is the case with nickel-cadmium rechargeable batteries. The system shall be capable of handling a minimum of six (6) rechargeable batteries simultaneously. It shall be powered by 110/240 VAC, 50/60 Hz power. The unit shall have several function buttons to perform charging and recycling operations, and a minimum of one display showing battery status for each battery.

C.4.1.3.16 Carrying Cases

Leather, including belt loop and T-strap.

C.4.1.3.17 Belt Clips

- Spring-loaded Belt Clips fitting a 1 inch belt width
- Spring-loaded Belt Clips fitting a 3 inch belt width
- Fixed Belt Clip fitting a 1 inch belt width
- Fixed Belt Clip fitting a 3 inch belt width

C.4.1.3.18 Two-Piece Surveillance Kit

The contractor shall provide a combination earpiece assembly with standard earphone and urethane ear-loop and PTT microphone.

C.4.1.3.19 Three-Piece Surveillance Kit

The contractor shall provide a combination earpiece assembly with standard earphone and urethane ear-loop, pin-on mini lapel microphone, and palm-held PTT switch for microphone.

C.4.1.3.20 Wireless Earpiece and Microphone Kit

The contractor shall provide an easily concealed wireless earpiece including a mini-lapel microphone and palm-held PTT switch for microphone. The earphone shall receive its signal from a short-range transmitter included with the kit.

C.4.1.3.21 Handheld Speaker/Microphone

The handheld speaker/microphone shall, at a minimum, include a large Push-To-Talk switch, a swivel clip, and a minimum 12" (retracted) coiled cord. It shall comply with MIL-STD-810F standards for:

Blowing Rain
Humidity
Salt Fog
Blowing Dust
Shock

C.4.1.3.22 Antenna for Portable Radios

The antenna shall be low-profile, non-adjustable, and covered with injection-molded rubber. The standard antenna shall be optimized for use in the applicable frequency band.

C.4.1.3.23 Portable Radio Vehicular Adapter

The contractor shall provide vehicular adapters and their associated accessories for portable radios that satisfy the requirements specified in Tables C.4-1 and C.4-2. When a portable radio vehicular adapter is specified, at least one of the mandatory accessories must be offered from Table C.4-2. The accessories shall extend the functions of the radio to the operator to improve the ease of operation while the radio is placed in the vehicular adapter.

Table C.4-1, Portable Radio Vehicular Adapter General Requirements

Description	Specification
Charging Console	Shall include an integrated vehicular charger for the radio to be charged from a vehicle power source. Tri-chemistry (Ni-CD, Ni-MH, and Li-Ion) charging equipment shall be available.
Power Amplifier	Shall be capable of incrementally boosting portable radio output power from 40 to 100 watts.

Audio Speaker	Shall include at least a 10 watt audio speaker and shall deliver optimum sound output in the voice range used by the radio.
Mobile Antenna	A mobile antenna shall operate in the specified frequency range; shall include a quarter-wave unity gain antenna with cable and installation hardware.
Mounting Hardware and Cables	Shall include all required mounting hardware and cables to interface to the radio and shall have ruggedized performance to withstand a mobile environment. In-line fuse holders (with appropriately rated fuses) should be included in all non-RF power-carrying wiring.
Audio Power Amplifier	Shall be available for use with the vehicular adapter console. The audio power amplifier shall operate from the vehicle power supply (nominal 12 VDC) and provide 100 W continuous power suitable for driving an external speaker.
Recording Output Jack	Shall be equipped with a jack that provides transmitted and received audio suitable for driving the line level input of a portable recorder.
Reliability	The MTBF for the unit shall be at least 16,000 hours for both electrical and mechanical components, based on radio insertion and removal up to 20 times a day.

Table C.4-2, Portable Radio Vehicular Mandatory Accessories

Description	Specification
Extended Microphone	Shall be weather resistant and shall include a coil connecting cord.
Handheld Control Extended Microphone Kit	Shall include all controls and cabling required for operation of the radio (in dash or in trunk installation) and shall be included as part of the microphone. The control device shall provide control of all features supported by the radio.

C.4.1.3.24 Global Positioning Satellite Functionality

The unit shall provide Global Positioning Satellite (GPS) functionality in accordance with P25 SOR dated March 9, 2006.

C.4.1.3.25 Small Form Factor Portable Radio

The Government shall have the ability to obtain a small form factor portable radio which is compatible with standard size radios and meets the general requirements for portable radios under section C.2.1 through C.2.2.2 of this document. When ordered by the Government, each of the supplied special radio functions shall be in accordance with the appropriate section or sections from C.2.3.1 through C.2.3.5.

C.4.2 Mobile Radios

Mobile radios shall have the following features/functionality.

C.4.2.1 General Requirements

The mobile radios shall be securely mounted in a mobile environment, such as, but not limited to trunk or under seat, as an example. The mobile radio shall have the following features as part of its standard capability of operation.

C.4.2.1.1 Conventional Operation

C.4.2.1.1.1 Simplex Peer-to-Peer Operation

The radio shall have the capability to communicate with other subscriber units independent of fixed infrastructure.

C.4.2.1.1.2 Repeater Access

The radio shall have the capability to communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

C.4.2.1.2 Flash Programming

The mobile units shall be capable of flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

C.4.2.1.3 Radio Controls

At a minimum, the radio shall have a display, volume control, channel select, emergency button, and an on/off switch. In accordance with TSB-102A, control knobs shall be of an ergonomic design. The Government needs three (3) different configurations of radio controls:

1. Radio-mounted control head with external microphone and external speaker
2. Remote-mounted control head with external microphone and external speaker
3. Hand-held control head with integrated microphone and external speaker

C.4.2.1.4 Surveillance Mode

The unit shall include the ability to disable any lights and tones, including back-lighting (but not the screen display text), associated with the radio, on a personality by personality basis in order to support covert or surveillance modes of operation. The unit shall be capable of disabling these lights and tones by both of the following methods. The first method is PC programming of selected channels to be used during surveillance operation. If programmed in this manner, the unit shall automatically know to disable these lights and tones when a surveillance mode channel is selected for use. The second method to disable these lights and tones shall be by operator selection, using the radio controls available to the operator.

C.4.2.1.5 Speaker

The radio shall include a 12W (minimum) internal or external speaker. If the speaker is

internal to the assembly, the unit shall have a jack to be able to accommodate an external speaker.

C.4.2.1.6 External Microphone

The radio shall include an external microphone that shall, at a minimum, include a PTT switch, with a mounting bracket.

C.4.2.1.7 External Interface Support

The mobile shall be capable of interfacing with an external key load device and a personal computer.

C.4.2.1.8 Power Source

Mobile radios shall be powered from a negative ground 12-volt or 13.8-volt vehicle battery. The unit shall be protected from transient power surges generated by ancillary equipment connected to the source.

C.4.2.2 Mobile Radio Configurations

The basic mobile radios shall have the following configurations:

C.4.2.2.1 Baseline VHF Low-Split Configuration

The baseline VHF low-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- VHF band coverage as specified in paragraph C.2.1.1
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.2.1.3-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.2.2.2 Baseline VHF High-Split Configuration

The baseline VHF high-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- VHF band coverage as specified in paragraph C.2.1.2
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.2.1.3-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.2.2.3 Baseline UHF Low-Split Configuration

The baseline UHF low-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.2.1.3-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.2.2.4 Baseline UHF High-Split Configuration

The baseline UHF high-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.2.1.3-1
- Power output as specified in Table C.3-1
- And a minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.2.2.5 Baseline 700 MHz Configuration

The baseline 700 MHz band mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 700 MHz band coverage as specified in paragraph C.2.1.5
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.2.1.3-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.2.2.6 Baseline 800 MHz Configuration

The baseline 800 MHz band mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.2.1.3-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.2.2.7 Dual Band Configuration

The mobile radio shall be available in a dual band configuration to be determined by the requesting government agency. The dual band configuration will consist of two (2) radios in the C.4.2.2.1 through C.4.2.2.6 baseline configurations listed herein.

C.4.2.3 Additional Capabilities or Features

The mobile radio units may be ordered with the following capabilities or features. When offered by the contractor and ordered by the Government, each of the supplied capabilities or features shall be in accordance with the appropriate section or sections from C.4.2.3.1 through C.4.2.3.11.

C.4.2.3.1 DTMF Keypad

A DTMF Keypad, as defined in the glossary, shall be provided and incorporated into the selected radio control configuration.

C.4.2.3.2 Display

A display shall be provided as defined in the Glossary section of this document.

C.4.2.3.3 Scanning

In accordance with TSB-102A, the radio shall have the capability of scanning from a list of programmed frequencies or groups or user selected frequencies or groups. The scan shall be selectable priority, which means that the transmitter channel or talk-group selected by the user is the priority channel or talk-group.

C.4.2.3.4 Radio Programming Equipment and Cables

The contractor shall provide radio programming equipment cables including all software, equipment and cabling necessary to program standard features, as well as software upgrades, from PC to radio.

C.4.2.3.5 External Data Port

The units shall support an external data port to an attached mobile data terminal (MDT), portable computer or other peripheral device. The MDT interface must be able to present an addressable MDT data stream to a host-attached port, physically over an RS-232 or V.35 electrical interface or via Universal Serial Bus (USB). When RS-232 interface is implemented, the physical layer must be conforming with EIA RS-232-C for data rates under 19.2 kbps and CCITT V.35 for data rates above 19.2 kbps.

C.4.2.3.6 Audio Output Jack

The audio output jack shall be accessible, allowing the user to plug in an earpiece or an audio recorder to monitor received audio.

C.4.2.3.7 Siren/PA Capable Radio Control

The radio unit shall control the siren/PA functions.

C.4.2.3.8 Handheld Microphone for Mobile Radios

The radio shall include a handheld microphone, and include a PTT switch, a swivel clip, and a minimum 12" (retracted) coiled cord.

C.4.2.3.9 External Speaker for Mobile Radios

The speaker shall be driven by a 12W power output, and shall include an engine noise

filter and the wiring and adapter necessary for connection to the mobile unit.

C.4.2.3.10 Antenna for Mobile Radios

At a minimum, the antenna shall have unity gain, and be roof, trunk, or magnetically mountable. Maximum power input shall be 150W. The antenna shall be optimized for use in the applicable frequency band.

C.4.2.3.11 Global Positioning Satellite Functionality

The unit shall provide Global Positioning Satellite (GPS) functionality in accordance with P25 SOR dated March 9, 2006.

C.4.3 Desktop Stations

Desktop stations shall have the following features/functionality.

C.4.3.1 General Requirements

The device shall have the same transmit and receive characteristics as a mobile radio subscriber unit. However, it shall be capable of being powered by 120/240VAC, 50/60 Hz power.

The desktop stations shall also have the following features as part of its standard capability of operation.

C.4.3.1.1 Conventional Operation

C.4.3.1.1.1 Simplex Peer-to-Peer Operation

The radio shall have the capability to communicate with other subscriber units independent of fixed infrastructure.

C.4.3.1.1.2 Repeater Access

The radio shall have the capability to communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

C.4.3.1.2 Flash Programming

The desktop units shall be capable of flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

C.4.3.1.3 Radio Controls

At a minimum, the radio shall have a volume control, channel select, and an on/off switch. In accordance with TSB-102A, control knobs shall be of an ergonomic design.

C.4.3.1.4 Control Capabilities

The radio unit shall have the ability to control a single transmit/repeater site. There are four (4) versions required for the radio controls:

1. Local control head on the same assembly
2. Remote control interface, capable of controlling a single radio unit
3. Multiple control head interface, providing single radio unit control to multiple control heads
4. Remote control interface, capable of controlling multiple radio units

C.4.3.1.5 Speaker

The radio shall include a 12W (minimum), internal or external speaker. If the speaker is internal to the assembly, the unit shall have a jack to be able to accommodate an external speaker or audio recording device.

C.4.3.1.6 External Microphone

The radio shall include an external microphone that shall, at a minimum, include a PTT switch.

C.4.3.1.7 External Interface Support

The radio shall be capable of interfacing with an external key load device and a personal computer.

C.4.3.1.8 Power Sources

Desktop station equipment shall be powered from a 110/240 VAC 50/60 Hz source.

C.4.3.2 Desktop Radio Configurations

The basic desktop radios shall have the following configurations.

C.4.3.2.1 Baseline VHF Low-Split Configuration

The baseline VHF low-split desktop radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.1
- Low power output as specified in Table C.3-1
- Local control head as specified in paragraph C.4.3.1.4-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.3.2.2 Baseline VHF High-Split Configuration

The baseline VHF high-split desktop radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.2
- Low power output as specified in Table C.3-1

- Local control head as specified in paragraph C.4.3.1.4-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.3.2.3 Baseline UHF Low-Split Configuration

The baseline UHF low-split desktop radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Low power output as specified in Table C.3-1
- Local control head as specified in paragraph C.4.3.1.4-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.3.2.4 Baseline UHF High-Split Configuration

The baseline UHF high-split desktop radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Low power output as specified in Table C.3-1
- Local control head as specified in paragraph C.4.3.1.4-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.3.2.5 Baseline 700 MHz Configuration

The baseline 700 MHz band desktop radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- 700 MHz band coverage as specified in paragraph C.2.1.5
- Low power output as specified in Table C.3-1
- Local control head as specified in paragraph C.4.3.1.4-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.3.2.6 Baseline 800 MHz Configuration

The baseline 800 MHz band desktop radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Low power output as specified in Table C.3-1
- Local control head as specified in paragraph C.4.3.1.4-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.3.3 Additional Capabilities and Features

The desktop station units may be ordered with the following capabilities or features. When offered by the contractor and ordered by the Government, each of the supplied capabilities or features shall be in accordance with the appropriate section or sections from C.4.3.3.1 through C.4.3.3.7.

C.4.3.3.1 DTMF Keypad

A DTMF Keypad, as defined in the glossary, shall be provided and incorporated into the selected radio control configuration.

C.4.3.3.2 Display

A display shall be provided as defined in the Glossary section of this document.

C.4.3.3.3 Scanning

In accordance with TSB-102A, the radio shall have the capability of scanning from a list of programmed frequencies or groups or user selected frequencies or groups. The scan shall be selectable priority, which means that the transmitter channel or talk-group selected by the user is the priority channel or talk-group.

C.4.3.3.4 Power Sources

Desktop station equipment shall be powered from a 13.8 VDC battery with revert capability.

C.4.3.3.5 Radio Programming Equipment and Cables

The contractor shall provide radio programming equipment cables including all software, equipment and cabling necessary to program standard features, as well as software upgrades, from PC to radio.

C.4.3.3.6 External Data Port

The units shall support an external data port to an attached mobile data terminal (MDT), portable computer or other peripheral device. The MDT interface must be able to present an addressable MDT data stream to a host-attached port, physically over an RS-232 or V.35 electrical interface or via Universal Serial Bus (USB). When RS-232 interface is implemented, the physical layer must be capable of conforming with EIA RS-232-C for data rates under 19.2 kbps and CCITT V.35 for data rates above 19.2 kbps.

C.4.3.3.7 Global Positioning Satellite Functionality

The unit shall provide Global Positioning Satellite (GPS) functionality in accordance with P25 SOR dated March 9, 2006.

C.4.4 Portable Repeaters

The portable repeater shall be capable of use in a temporary trip environment. A rugged shipping container shall be furnished with the unit. The container shall be capable of

withstanding frequent travel and rough handling while protecting the equipment from damage. When specified, the repeater shall be capable of local control.

Portable repeaters shall be capable of being powered from 120/240 VAC 50/60 Hz and 12 VDC (nominal). Portable repeaters shall be capable of either a wire line or Ethernet interface.

Maximum dimensions and weight shall be within the limits of overnight shipping carriers as follows:

- The container length, width, and height dimensions shall not exceed 62 inches total (Height inches + Width inches + Length inches =< 62 inches)
- The container and equipment assembly shall not exceed 70 pounds

C.4.4.1 Portable Repeater Encryption Operation without Encryption Keys

The portable repeater shall be capable of passing encrypted communications without the need to decrypt and re-encrypt the communication, making the operation transparent to the encrypted communications.

C.4.4.2 Portable Repeater Encryption Operation with Encryption Keys

The portable repeater shall be capable of passing encrypted communications with the use of the correct encryption key in order to decrypt the communication on the receiving end and re-encrypt the communication before retransmission. The portable repeater shall be capable of initiating encrypted transmission if local control is specified.

C.4.4.3 Portable Repeater Configurations

The basic portable repeaters shall have the following configurations.

C.4.4.3.1 Baseline VHF Low-Split Configuration

The baseline VHF low-split portable repeater shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.1
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.4.3.2 Baseline VHF High-Split Configuration

The baseline VHF portable repeater shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.2
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.4.3.3 Baseline UHF Low-Split Configuration

The baseline UHF low split portable repeater shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.4.3.4 Baseline UHF High-Split Configuration

The baseline UHF high-split portable repeater shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.4.3.5 Baseline 700 MHz Configuration

The baseline 700 MHz portable repeater shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- 700 MHz band coverage as specified in paragraph C.2.1.5
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.4.3.6 Baseline 800 MHz Configuration

The baseline 800 MHz portable repeater shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5 Portable Base Stations

The portable base stations shall have the following features/functionality.

C.4.5.1 General Requirements

The portable base stations shall not exceed 20.4 kg (45 lbs.), excluding battery pack and duplexer, and shall be in a ruggedized portable carry case configuration. The units shall not exceed 59 cm (23") W x 33 cm (13") H x 43 cm (17") D. The portable base stations shall have the following features as part of its standard capability of operation.

Portable base stations must be capable of either a wire-line or Ethernet connection.

C.4.5.1.1 Conventional Operation

C.4.5.1.1.1 Simplex Peer-to-Peer Operation

The unit shall have the capability to communicate with other subscriber units independent of fixed infrastructure.

C.4.5.1.1.2 Repeater Access

The unit shall have the capability to communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

C.4.5.1.2 Flash Programming

The unit shall be capable of flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

C.4.5.1.3 Radio Controls

The unit shall have at a minimum volume control, channel select, and an on/off switch. In accordance with TSB-102A, control knobs shall be of an ergonomic design.

C.4.5.1.4 Speaker

The unit shall include a 10W (minimum), internal or external speaker. If the speaker is internal to the assembly, the unit shall have a jack to be able to accommodate an external speaker or audio recording device.

C.4.5.1.5 External Microphone

The radio shall include an external microphone that shall, at a minimum, include a PTT switch, with a mounting bracket.

C.4.5.1.6 External Interface Support

The unit shall have a connector for programming, or DIP switches. The unit shall have a connector for external battery pack, including cabling and connectors for powering from a vehicle lighter socket.

C.4.5.1.7 Power Sources

The unit shall operate from an internal nominal 13.6 V negative common DC battery pack (NiCd, Ni-MH, or Li-Ion) and have the capability to operate from 110/220VAC 50/60 Hz. The unit shall be capable of supporting portable base station system operation while charging the battery. Rechargeable batteries shall be capable of delivering the power level and quality required to enable the portable base station to operate under the required technical, environmental, and operational standards. Each battery pack shall be capable of supporting the portable base station for eight (8) hours given a 50% duty cycle.

However, the Government desires longer battery life when possible.

C.4.5.1.8 Antenna Relay

The unit shall be equipped with an antenna relay that automatically switches the antenna from the receiver to the transmitter when the transmitter is keyed.

C.4.5.2 Portable Base Station Configurations

The basic portable base station radios shall have the following configurations:

C.4.5.2.1 Baseline VHF Low-Split Configuration

The baseline VHF low-split portable base station shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.1
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5.2.2 Baseline VHF High-Split Configuration

The baseline VHF high-split portable base station shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.2
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5.2.3 Baseline UHF Low-Split Configuration

The baseline UHF low split portable base station shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5.2.4 Baseline UHF High-Split Configuration

The baseline UHF high-split portable base station shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5.2.5 Baseline 700 MHz Configuration

The baseline 700 MHz portable base station shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 700 MHz band coverage as specified in paragraph C.2.1.5
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5.2.6 Baseline 800 MHz Configuration

The baseline 800 MHz portable base station shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Low power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.5.3 DTMF Keypad

A DTMF Keypad, as defined in the Glossary, shall be provided and incorporated into the selected radio control configuration.

C.4.5.3.1 Display

A display shall be provided as defined in the Glossary section of this document.

C.4.5.3.2 Antenna for Portable Base Stations

The portable base station antennas shall operate in the specified frequency range and shall include a quarter wave magnetic mount whip antenna. The bandwidth of the antenna shall be such that it will support operation over the entire operating band of the portable base station. When specified, portable fixed station antennas shall operate in the specified frequency range. The bandwidth of the antenna shall be such that it will support operation over the entire operating band of the portable base station. For ruggedness and portability, the antenna shall have a slim profile, fiberglass radome construction, and no exposed elements.

A portable, collapsible antenna support shall be supporting the portable fixed station antenna at a height of 20 feet AGL to the base of the antenna.

C.4.5.3.3 Programming Equipment and Cables

The contractor shall provide radio programming equipment cables including all software, equipment and cabling necessary to program standard features, as well as software upgrades, from PC to radio.

C.4.5.3.4 External Data Port

The units shall support an external data port to an attached mobile data terminal (MDT), portable computer or other peripheral device. The MDT interface must be able to present

an addressable MDT data stream to a host-attached port, physically over an RS-232 or V.35 electrical interface or via Universal Serial Bus (USB). When RS-232 interface is implemented, the physical layer must conform with EIA RS-232-C for data rates under 19.2 kbps and CCITT V.35 for data rates above 19.2 kbps.

C.4.5.3.5 Batteries – Rechargeable

Rechargeable batteries shall be resistant to the memory effect and shall not drop below 95% of their rated capacity (amp-hours) for the first 18 months of use through standard charging without requiring the use of a battery conditioner.

C.4.5.3.6 Battery Charger

The charger shall have the operation from either 110/240 VAC, 50/60 Hz power or 13.6 VDC (such as from a vehicle's accessory outlet), and shall be capable of supporting the portable base station system while charging a battery attached to the system. The unit shall have an indicator for the status of the battery, such as charging, and charged indicators. The charger shall be separately charging a fully depleted battery pack in four (4) hours.

C.4.5.3.7 Global Positioning Satellite Functionality

The unit shall provide Global Positioning Satellite (GPS) functionality in accordance with P25 SOR dated March 9, 2006.

C.4.6 Aircraft Radios

Aircraft radios shall be securely mounted in an aircraft environment. The radio must comply with all Federal Aviation Administration (FAA) rules and regulations for aircraft installation. The radio shall have the following features as part of its standard capability of operation.

C.4.6.1 Conventional Operation

C.4.6.1.1 Simplex Peer-to-Peer

The radio shall communicate with other subscriber units independent of fixed infrastructure.

C.4.6.1.2 Repeater Access

The radio shall communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

C.4.6.1.3 Flash Programming

The radio shall have the configuration for flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions

after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

The radio shall be interfacing with an external key load device and a personal computer.

C.4.6.2 Aircraft Radio Configurations

The basic aircraft radios shall have the following configurations.

C.4.6.2.1 Baseline VHF Low-Split Configuration

The baseline VHF low-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- VHF band coverage as specified in paragraph C.2.1.1
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.6.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.6.2.2 Baseline VHF High-Split Configuration

The baseline VHF high-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- VHF band coverage as specified in paragraph C.2.1.2
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.6.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.6.2.3 Baseline UHF Low-Split Configuration

The baseline UHF low-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.6.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.6.2.4 Baseline UHF High-Split Configuration

The baseline UHF high-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.6.1.4-1
- Power output as specified in Table C.3-1
- And a minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.6.2.5 Baseline 700 MHz Configuration

The baseline 700 MHz band mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 700 MHz band coverage as specified in paragraph C.2.1.5
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.6.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.6.2.6 Baseline 800 MHz Configuration

The baseline 800 MHz band mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.6.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.7 Marine/Watercraft Radios

Marine/watercraft radios shall be securely mounted in a marine/watercraft environment. The radio shall have the following features as part of its standard operation.

C.4.7.1 Conventional Operation

C.4.7.1.1 Simplex Peer-to-Peer

The radio shall be communicating with other subscriber units independent of fixed infrastructure.

C.4.7.1.2 Repeater Access

The radio shall communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

C.4.7.1.3 Flash Programming

The radio shall be flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

The mobile shall interface with an external key load device and a personal computer.

C.4.7.2 Marine Craft Radio Configurations

The basic marine radios shall have the following configurations.

C.4.7.2.1 Baseline VHF Low-Split Configuration

The baseline VHF low-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- VHF band coverage as specified in paragraph C.2.1.1
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.7.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.7.2.2 Baseline VHF High-Split Configuration

The baseline VHF high-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios and provide the following:

- VHF band coverage as specified in paragraph C.2.1.2
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.7.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.7.2.3 Baseline UHF Low-Split Configuration

The baseline UHF low-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF low-split coverage as specified in paragraph C.2.1.3
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.7.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.7.2.4 Baseline UHF High-Split Configuration

The baseline UHF high-split mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- UHF high-split coverage as specified in paragraph C.2.1.4
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.7.1.4-1
- Power output as specified in Table C.3-1
- And a minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.7.2.5 Baseline 700 MHz Configuration

The baseline 700 MHz band mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 700 MHz band coverage as specified in paragraph C.2.1.5
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.7.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.4.7.2.6 Baseline 800 MHz Configuration

The baseline 800 MHz band mobile radio shall be fully compliant with the TIA 102 family of specifications for Project 25 radios as follows:

- 800 MHz band coverage as specified in paragraph C.2.1.6
- Radio-mounted control head with external microphone and external speaker as specified in paragraph C.4.7.1.4-1
- Power output as specified in Table C.3-1
- A minimum channel capacity of 16 channels as specified in paragraph C.3.2.6.1

C.5 PORTABLE ENCRYPTION KEY LOADING DEVICE

The following is a specification for a portable encryption key loading device that will assemble and transfer encryption keys into radios and peripheral equipment where applicable. Cabling to connect between the radio equipment and the portable encryption key loading device will be identified at time of order.

The device shall be compliant with the testing procedures listed in TIA/EIA-102.AAAA-A (Project 25 DES Encryption Protocol), TIA-102.AAAB-A (Project 25 Security Services Overview) and TIA/EIA-102.AAAC (Conformance Test for Project 25 DES Encryption Protocol). The portable encryption key loading device shall be compatible with TIA-102.AACD (Project 25 Digital LMR Key Fill Device Interface Protocol).

C.5.1 Key Storage

The unit shall store multiple keys in non-volatile electronic memory to include unique key

encryption key and traffic encryption key (both active and inactive).

C.5.2 Key Loading Method

At a minimum, manual operator entry via keypad shall be available. The device shall provide selective key transfer to download codes from one portable key loading device to another. The device shall be capable of receiving keys via a standard telephone line via a MODEM from an Encryption Key Management Facility or another portable key loading device.

C.5.3 Key Transfer Method

Key transfer shall be accomplished via temporary patch cord connection to the radio.

C.5.4 Display

The device shall have a display to monitor the operational status and provide the capability to review manually entered key variables prior to transfer into non-recallable memory.

C.5.5 Verification Test

The device shall conduct verification tests after each key is transferred to the radio. For each key transfer attempt, an audible tone shall be emitted from the radio's speaker, and a visual message shall be displayed on the device display, indicating the success or failure of the key transfer attempt. The key transfer attempt shall not be considered successful unless the key is transferred successfully and the unit confirms that it is operating correctly.

C.5.6 Key Recall

After keys have been loaded into the device memory, they cannot be recalled and displayed by the device.

C.5.7 Programmable Lock

The device shall have a programmable electric lock that will allow the user to enter a "combination" into the device memory to lock the unit. The device shall remain inoperable once the unit has been locked until the same "combination" is re-entered into the device.

C.5.8 Non-Volatile Memory

The device shall have non-volatile memory to eliminate the potential for losing lock or key information due to weak or removed batteries.

C.5.9 Power-Down Timer

The unit shall be equipped with an automatic power-down timer to extend battery life.

C.5.10 Power-Up Memory

The unit shall be equipped with power-up memory, remembering the last key used.

C.5.11 OTAR Compatibility

The device shall be compatible with other communications equipment used in the

TIA/EIA-102 compliant OTAR environment.

C.5.12 Power Source

The device shall be capable of being powered by a detachable battery pack containing rechargeable cells.

C.5.13 Battery Power Source

The device shall be capable of being powered by disposable alkaline cells.

C.6 TRAINING

The contractor shall provide training on proposed equipment. Each training item shall be provided in the form of classroom training. Each class period shall be no longer than eight (8) hours, and provide instruction for a minimum of four (4) students. Multiple day classes shall be provided for courses requiring more than eight (8) hours of training. Prior to issuance of the delivery order, the training site shall be determined in cooperation with the ordering agency and specified in the delivery order.

The training shall take the form of operations and maintenance courses. The instructor for the training shall be a qualified individual with subject matter expertise in the training topic. The Government reserves the right of refusal of the proposed Instructor.

The contractor shall provide a videotape of each training course on standard-sized VHS high-quality tape or DVD, and deliver the recorded session to the Government. The contractor shall give all rights to the Government to replay at the discretion of the Government.

The contractor shall provide all relevant and necessary manuals, publications, and equipment required. The contents of the course shall be summarized in a 3-ring binder and on compact disk (CD) for each student.

C.6.1 Subscriber Unit Operations Training

Duration: One 2-hour course Class Size: Minimum of four (4) students - Maximum of 10 students. This training shall explain the details of operating the subscriber units, and differences with the Government's existing radio units, and potential problems that may arise. The course shall review the capabilities of each radio and explain any special features.

C.6.2 Subscriber Unit Maintenance Training

Duration: One 40-hour course per equipment type (as appropriate) Class Size: Minimum of four (4) students - Maximum of 10 students.

The contractor shall provide fundamental maintenance training designed to familiarize the

Government maintenance personnel with subscriber unit (mobiles/portables) equipment and to enable them to set up radio operation and perform routine maintenance and repair practices on all equipment.

C.7 INSTALLATION

As requested by the Government, the contractor shall install, remove, or relocate contractor-provided mobile radios or portable radio vehicular adapters in Government vehicles. The Contractor shall also install, remove, and relocate desktop stations as specified in individual delivery orders. The contractor shall be able to install equipment in a full range of vehicles. Government components may require different installations to meet mission requirements. With the delivery of each equipment order, the contractor shall provide a schedule for installation of the mobile radios or vehicular adapters. The schedule shall be determined in cooperation with the ordering agency.

Installation, removal, and relocation of portable radio vehicular adapters, mobile radios and desktop stations shall include the services listed in Tables C.7-1, C.7-2 and C.7-3.

Table C.7-1 Specifications for Installation, Removal, and Relocation of Portable Radio Vehicular Adapters

Installation, Removal and Relocation of Portable Radio Vehicular Adapters: General Requirements Description
<i>Complete standard (non-disguised) installation, including:</i> Non-disguised installation of vehicular adapter Installation of handheld control head microphone Mounting of amplifier Non-disguised installation of antenna Non-disguised installation of siren Non-disguised installation of speaker
<i>Complete covert installation, including:</i> Disguised installation of vehicular adapter Trunk mounting of amplifier Disguised installation of handheld control head microphone Disguised installation of antenna Disguised installation of siren Installation of hidden speaker
<i>Installation/removal/relocation of individual parts, accessories, and ancillary devices, including, but not limited to:</i> Non-disguised installation of vehicular adapter Disguised installation of vehicular adapter Removal of vehicular adapter Non-disguised installation of handheld control head microphone Disguised installation of handheld control head microphone

Removal of handheld control head microphone Non-disguised mounting of amplifier Disguised mounting of amplifier Removal of amplifier Installation of non-disguised antenna Removal of non-disguised antenna Installation of disguised antenna Removal of disguised antenna Non-disguised installation of siren Disguised installation of siren Removal of siren Non-disguised installation of speaker Disguised installation of speaker Removal of speaker Installation and removal of other equipment offered by contractor (contractor's choice)
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Table C.7-2 Specifications for Installation, Removal, and Relocation of Mobile Radios

Installation, Removal, and Relocation of Mobile Radios: General Requirement Description
<i>Complete standard (non-disguised) installation, including:</i> Non-disguised installation of mobile radio Non-disguised installation of handheld control head microphone (if ordered) Non-disguised installation of amplifier (if ordered) Non-disguised installation of antenna Non-disguised installation of siren Non-disguised installation of speaker
<i>Complete covert installation of mobile radio:</i> Disguised installation of mobile radio Disguised installation of handheld control head microphone Trunk mounting of amplifier (if ordered) Disguised installation of antenna Disguised installation of siren Installation of hidden speaker
<i>Installation/removal/relocation of individual parts accessories and ancillary devices, including but not limited to:</i> Non-disguised installation of mobile radio Disguised installation of mobile radio Removal of mobile radio Non-disguised installation of handheld control head microphone Disguised installation of handheld control head microphone

Removal of handheld control head microphone Non-disguised mounting of amplifier Disguised mounting of amplifier Removal of amplifier Installation of non-disguised amplifier Removal of non-disguised antenna Installation of disguised antenna Removal of disguised antenna Non-disguised installation of siren Disguised installation of siren Removal of siren Non-disguised installation of speaker Disguised installation of speaker Removal of speaker Installation and removal of other equipment offered by contractor (contractor's choice)
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Table C.7-3 Specifications for Installation, Removal, and Relocation of Desktop Stations

Installation, Removal, and Relocation of Desktop Stations: General Requirements Description
<i>Complete standard installation including:</i> Installation of fixed station Removal of a fixed station Installation of a local or remote control head Relocation of a local or remote control head Installation of an external speaker as necessary Relocation of an external speaker as necessary Installation of a external microphone as necessary Installation of antenna Removal of an antenna Installation of cable Removal of cable Installation of handset/desk sets Relocation of handset/desk sets Connectivity as required, i.e, between desk sets and fixed station/antenna

C.8 MONTHLY STATUS REPORT

The contractor shall submit a monthly status report for all orders issued during the previous month. The report shall be due by the 5th of each month and shall reflect the following:

- Contract Number
- Order Number
- Date of Order
- Agency/Customer Name
- Total Order Amount
- Report Period
- Monthly Total
- Total Dollar Amount (Of Orders) Issued Against Contract To Date

TIA 102-SERIES STANDARDS SUMMARY

TSB102-A	APCO Project 25 System and Standards Definition, Nov 95
TIA/EIA102.AAAA-A	APCO Project 25 DES Encryption Protocol, Feb 01
TIA/EIA-102.AAAD	APCO Project 25 Block Encryption Standard, Jul 02
TIA-102.AAAB-A	APCO Project 25 Security Services Overview, Jan 05
TIA/EIA102.AAAC	Conformance Test for Project 25 DES Encryption Protocol, Feb 01
TIA-102.AABA-A	Project 25 Trunking Overview, Jun 04
TIA-102.AABB-A	Project 25 Trunking Control Channel Formats, Jul 05
TIA-102.AABC-B	Project 25 Trunking Control Channel Messages, Jan 05
TIA-102.AABC-B-1	Project 25 Trunking Control Channel Messages Addendum for Link Layer Authentication Service, Nov 06
TSB102.AABD	Project 25 Trunking Procedures, Aug 07
TIA-102.AABF-A	Project 25 Link Control Word Formats and Messages, Dec 04
TIA-102.AABF-A-1	Project 25 Link Control Word Format and Messages Addendum 1 Link Layer Authentication Service, Dec 06
TSB102.AABG	Project 25 Conventional Control Messages, Jul 96
TIA-EIA-102.AACA	Project 25 Digital Over-The-Air-Rekeying (OTAR) Protocol, Apr 01
TIA-102.AACA-1	Project 25 Over-The-Air-Rekeying (OTAR) Protocol, Addendum 1, Nov 02
TIA-102.AACA-2	Project 25 Over-The-Air-Rekeying (OTAR) Protocol, Addendum 2, Mar 03

TIA-102.AACB	Over-The-Air-Rekeying (OTAR) Operational Description, Nov 02
TIA-102.AACC-A	Conformance Tests for the Project 25 Over-The-Air-Rekeying, (OTAR) Protocol, Aug 06
TIA-102.AACD	Digital Land Mobile Radio – Key Fill Device (KFD) Interface Protocol, Feb 05
TIA-102.BAAA-A	Project 25 FDMA Common Air Interface (CAI), Sep 03
TIA-102.BAAB-A-1	Project 25 Common Air Interface (CAI) Conformance Test, Addendum 1, April 99
TIA-102.BAAB-B	Project 25 Common Air Interface (CAI) Conformance Test, Mar 05
TIA-102.BAAC-A	Project 25 Common Air Interface (CAI) Reserved Values, Dec 03
TIA-102.BAAD	Project 25 Common Air Interface (CAI) Description for Conventional Channels, Dec 03
TIA-102.BABA	Project 25 Vocoder Description, Dec 03
TIA/EIA-102.BABB	Project 25 Vocoder Mean Opinion Score (MOS) Conformance Test, May 99
TIA/EIA-102.BABC	APCO Project 25 Vocoder Reference Test, Apr 99
TIA-EIA-102-BADA	Project 25, Telephone Interconnect Requirements and Definitions (Voice Service), Mar 00
TIA-102.BADA-1	Telephone Interface Requirements and Definitions (Voice Service), Addendum 1, Apr 06
TIA/EIA-102.BAEA	Project 25 Data Overview, Mar 00
TIA-102.BAEA-1	Project 25 Data Overview, Addendum 1, Apr 06
TIA-102.BAEB-A	Project 25 Packet Data Specification, Mar 05
TIA/EIA-102.BAEC	Project 25 Circuit Data Specification, Jun 00
TIA-102.BAEE-A	Project 25 Radio Management Protocol, Jun 04
TIA-102.BAHA	Project 25 Fixed Station Interface Messages and Procedures, Jun 06

TIA-102.CAAA-A	Digital C4FM/CQPSK Transceiver Measurement Methods, Nov 02
TIA-102.CAAA-B	Digital C4FM/CQPSK Transceiver Measurement Methods, Oct 04
TIA-102.CAAB-B	LMR Transceiver Performance Recommendations C4FM/CQPSK Modulation, Jul 04
TSB 102 CABA	Interoperability Test Procedures Conventional Voice Equipment, Feb 2002
TIA-102.CABB	Project 25 Interoperability Test Procedures – Over-the-Air- Rekeying (OTAR), Aug 2003

GLOSSARY

AES (Advanced Encryption Standard)	The Advanced Encryption Standard in accordance with FIPS PUB 197
Auxiliary Buttons	Buttons that may be programmed by the user to effect customized preferences. Auxiliary buttons are in addition to buttons on the device used to activate standard features or functions.
C4FM/CQPSK	The acronym for 4-ary FM modulation using Quadrature Phase Shift Keying
CAI	Common Air Interface. The radio communication protocol defined by the TIA-102 series of specifications.
CCR	Central Contractor Registration
Conformance Testing	Testing performed that demonstrates strict compliance with the parameters established in the P25 family of specifications.
Cypher Feedback	A mode of encryption that supports low error rates
DC Battery Revert Power	Battery power for emergency situations where normal power has been interrupted. This should be provided by an Uninterruptible Power Supply (UPS) with alert indicator function.
DES	Data Encryption Standard (FIPS PUB 46-3).
Desktop Station	A radio suited for a stationary environment, designed to be small enough to fit on a desk, and provides station control capabilities.
Digital Narrowband Mode	Modulation method that enables the transmission of 9600 bps within a spectrum allocation of 12.5 KHz
Display	Any of the technologies that may be used for man-machine communication, such as, but not limited to light-emitting-diodes, flat-panel displays or cathode-ray tubes.

DTMF Keypad	The backlit 4 x 3 DTMF keypad conforming to the specifications in TSB-102A section C.3.1.1. The keypad shall be capable of backlit illumination when a key is pressed. The following additional features shall be capable of being programmed via a keypad: keypad backlighting (intensity, on/off) scan editing, and the capability of password protection.
EFT	Electronic Funds Transfer
Encryption Key Equipment	Equipment used to load and store encryption keys, such as a Portable Encryption Key Loading Device and Encryption Key Management Facility.
Fixed End Equipment	Fixed, stationary equipment such as desktop stations, transmit and receive stations, repeater stations, voting stations, consoles, and Encryption Key Management Facility.
Flash	Software programming used to upgrade or update features stored in electronically re-writable nonvolatile memory.
Half-Duplex	That mode of operation in which communications occurs between two terminals in either direction, but only one direction at a time. May occur on a half-duplex circuit but not on a simplex circuit.
LRU	Lowest Replaceable Unit. The smallest equipment component that is capable of replacement by field technicians.
MDT	Mobile Data Terminal.
Mobile Radio	A radio capable of operation in a mobile environment, designed for installation and operation in a motor vehicle.
OTAR	Over-The-Air-Re-keying. A method of initiating or updating encryption keys.
Performance Testing	Testing performed to demonstrate that the item operates in accordance with the established product specification.
Portable Radio	A radio capable of operation in a mobile environment, and suitable for handheld operation.
Repeater	A device that receives a transmission on a reverse channel and retransmits the exact same transmission

	on the forward channel. It is commonly used to extend the range of subscriber units. The repeated transmission message and encryption is typically transparent to the equipment.
Reverse Channel	This describes a transmission from a subscriber unit to a fixed station Receiver.
Scalability	Increase capability that is accomplished by populating the basic unit with additional modules of the same type.
Simplex	A form of communication where the same frequency is used for transmit and receive. Often it refers to subscriber units communicating directly with each other without using a repeater station.
Subscriber Units	A portable radio, mobile radio, or desktop station.
TIA/EIA-102 Encryption	Encryption of the communication signal as defined by the TIA/EIA-102 documents.
Transmit and Receive Equipment	Equipment that transmits, receives, or interprets radio messages. Includes portable and mobile radios, base stations, repeaters, receivers, and other associated interface equipment.
Tri-Mode Operation	Operation in three (3) modes: digital, digital coded, and analog.
USB	Universal Serial Bus.
Voting Station	A device that interfaces with multiple external receiving stations to combine or select the best possible receive signal to be relayed back to a central station.

SECTION D - PACKAGING AND MARKING

D.1 PACKING, PACKAGING, MARKING AND STORAGE OF EQUIPMENT

Unless otherwise specified, all items to be delivered under this contract shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

D.2 PACKING LIST AND MARKINGS

All deliverables submitted to the Contracting Officer, Contracting Officer's Technical Representative (COTR), or Designated Agency Representative (DAR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract number.
- (b) Delivery order number.
- (c) Name and address of the consignor.
- (d) Name and address of the consignee.
- (e) Government bill of lading number covering the shipment (if any).
- (f) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

SECTION E - INSPECTION AND ACCEPTANCE

E.1 ONGOING PRODUCT TESTING

The Government reserves the right, prior to the shipment of each delivery order, to have the Contractor test random samples, selected by the Government, of ordered equipment to verify compliance with operational requirements as specified in the Specification. Testing shall be done in accordance with procedures developed by the Contractor and approved by the Government. The Government reserves the right to modify or amend testing criteria and procedures at any time to apply updated standards. Testing criteria and procedures also may be modified due to technology updates or insertions that affect the technical specification and product performance. The Government will notify all contractors of modifications to the specification or testing criteria and procedures, and all modifications will apply to all contractors.

Within 15 business days after contract award the Contractor shall provide the Government COTR with an electronic copy of its testing procedures. The Contractor shall provide the Contracting Officer and COTR with any updates to the procedures over the life of the contract.

E.2 CONTRACTOR DEMONSTRATION OF SATISFACTORY INSTALLATION

Within three (3) working days after completion of the Contractor's installation of portable radio vehicular adapters, mobile radios, or desk top stations, the Contractor shall demonstrate that the equipment is capable of performing the operations described in the Specification as well as the representations contained in the contract. This demonstration may be observed by the Government representative(s) designated on the delivery order.

E.3 COMPATIBILITY WITH PROJECT 25 INFRASTRUCTURE

The Government reserves the right, prior to placement of a delivery order, to have the Contractor demonstrate compatibility with the ordering organization's Project 25 infrastructure, at no additional cost to the Government.

IR1052-96-095 Nonpayment for Unauthorized Work

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at these Internet addresses: <http://www.arnet.gov> and <http://www.gsa.gov>.

Clause No.	FAR Clause No.	Title and Date
F.1.1	52.211-16	Variation In Quantity (APR 1984)
F.1.2	52.242-15	Stop-Work Order (AUG 1989)
F.1.3	52.242.17	Government Delay of Work (APR 1984)
F.1.4	52.247-34	F.O.B. Destination (NOV 1991)
F.1.5	52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2 TERM OF THE CONTRACT

The effective period of this contract is as follows:

Base Year	Date of award Through November 30, 2010
First Option Year	December 1, 2010 Through November 30, 2011
Second Option Year	December 1, 2011 Through November 30, 2012
Third Option Year	December 1, 2012 Through November 30, 2013
Fourth Option Year	December 1, 2013 Through November 30, 2014

This is an Indefinite Delivery – Indefinite Quantity (IDIQ), Firm Fixed Price and Commercial Items Type Contract. Delivery Orders will be issued against items contained in the Statement of Work and the Technical Compliance Matrices in Section J of the contract. Delivery Orders for the IDIQ line items may be placed by authorized Ordering/Contracting Officers within the Internal Revenue Service and other Government Agencies identified in G.4.2.

F.3 OPTION TO EXTEND TERM OF CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor within five (5) calendar days after the contract expiration date; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

F.4 DELIVERY

The items required under each individual delivery order shall be delivered and received at destination within the timeframe specific in each order.

F.5 PLACE OF PERFORMANCE

All contract performance shall be set forth in individual orders. Land mobile radio equipment shall be delivered to, and/or all maintenance and installation shall be performed at the following locations: the contiguous United States; Alaska; Hawaii; District of Columbia; Guam; Virgin Islands; Puerto Rico; American Samoa; and Northern Marianas. Specific locations will be identified on individual delivery orders.

F.6 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall within a reasonable time notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

(End of Section)

F.7 SUBCONTRACTING REPORT AND ELECTRONIC SUBCONTRACTING REPORTING SYSTEM

Reports	Point of contact	Reporting Schedule
Subcontracting Report for Individual Contracts (Section F.7)	1-CO 1-IRS Small Business Program Office, Ms. Jodie Paustian, OS:A:P:P 6009 Oxon Hill Road Suite 800,Oxon Hill, MD 20745	30 federal business days after the close of each calendar period (CP). Dates due: April 30 (CP 10/01-3/31) October 30 (CP 4/01- 9/30)
Electronic Subcontracting Reporting System (Section F.7)	1-CO 1-IRS Small Business Program Office, Ms. Jodie Paustian, OS:A:P:P, 6009 Oxon Hill Road, Oxon Hill, MD 20745 1-Department of the Treasury, Director, Office of Small Business Development 1500 Pennsylvania Ave, NW Mail Code 655-15 th /6099 Washington, DC 20220	30 federal business days after the close of each calendar period (CP). Date due: October 30 (CP 10/01-9/30)

F.8 MONTHLY STATUS REPORT

The contractor shall submit a monthly status report for all orders issued during the previous month. The report shall be due by the 5th of each month and shall reflect the following:

- Contract Number
- Order Number
- Date of Order
- Agency/Customer Name
- Total Order Amount
- Report Period
- Monthly Total
- Total Dollar Amount (Of Orders) Issued Against Contract To Date

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data for obligations under the contract will be set forth on individual delivery orders.

G.2 CONTRACT ADMINISTRATION

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information.

This contract will be administered by:

(To be designated at time of award)
Internal Revenue Service
Office of Information Technology Acquisition
Telecommunications Branch
6009 Oxon Hill Road, Room 600
Oxon Hill, MD 20745

Written communications shall make reference to the contract number and shall be mailed to the above address.

G.2.1 Contracting Officer (CO)

(a) The Contracting Officer has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend and modify contracts. The CO may delegate certain specific responsibilities to its authorized representative--the Contracting Officer's Technical Representative (COTR). The CO may also designate an alternate COTR for this contract.

(b) The Contracting Officer's authorized representative, hereinafter referred to as the Contracting Officer's Technical Representative (COTR), for this contract will be identified by the Contracting Officer through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor.

G.2.2 Contracting Officer's Technical Representative (COTR)

DTAR 1052.201-70

1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority.

As prescribed in 1001.670-6, insert the following clause:

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
APPOINTMENT AND AUTHORITY (APR 2004)**

(a) The contracting officer's technical representative is

Name(s): *[To be designated after contract award]*
Title: COTR
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;

(2) constitutes a change as defined in the clause entitled "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

G.2.3 Assignment Changes

The COTR and Co-COTR assignments for this contract may be changed at any time by the Government without prior notice to the Contractor. However, the Contractor will be notified of the change.

G.3 DELIVERY ORDERS ISSUED UNDER MULTIPLE-AWARD CONTRACTS

All multiple awardees will be provided a fair opportunity to be considered for each order in excess of \$3,000 pursuant to FAR 16.505(b). The Contracting Officer may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered.

Requests for offers may be forwarded via hard copy, facsimile, electronic commerce methods, or telephone. Requests for offers and the required responses will be tailored to the minimum level of detail necessary for adequate evaluation and selection for order placement. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within the time frame specified in the request. Issuance of an order may be based on evaluation of initial offers without discussions, or on evaluation of offers and discussions. Each order will be placed with the contractor that provides the best overall value to the Government.

Orders will be placed against this contract via hard copy, facsimile, or electronic commerce methods. The Contractor will be required to deliver products and provide services as specified in each individual Specification/Statement of Work that will be attached to the orders. Orders will be issued on a firm-fixed price basis. Each order will also contain agreed-to delivery and acceptance terms and conditions. Contractor performance will be reviewed during annual reviews and will affect the issuance of future orders under these multiple award contracts.

The Government has the right with any delivery order to require the contractors to submit an executive summary, technical proposal, and cost proposal, or any combination of the three (3).

Alternatively, or in addition, contractors may be given the opportunity to propose on a given delivery order by any of the following mechanisms:

- 1) The Contracting Officer may telephone contractors to identify contractor capacity to provide equipment and contractor's proposed fixed price under simple delivery orders requiring delivery of smaller quantities of equipment to a single location.
- 2) The Contracting Officer may telephone or issue written requests for written or oral offers for delivery orders requiring larger quantities of equipment to a single location or multiple locations.

Any written request for offers will include the following:

- A. Specification/Statement of Work and the evaluation criteria that will be used to evaluate the offers, if required;
- B. The components of the offer (technical and/or cost or other factors) to be submitted, if required;
- C. Format for submission;
- D. Time frame for submission of the offer;
- E. Basis for selection;
- F. Any other relevant instructions to the contractor, including those regarding discussions.

Costs associated with the submittal of proposals for individual delivery orders shall not be reimbursed as direct charges against the contract.

The Contracting Officer's selection decision on each delivery order shall not be subject to the protest or dispute provisions of the contract, except for a protest that the delivery order increases the scope, performance period, or maximum value of the contract.

NOTE: Although the services described in C.7 are not mandatory, contractors that do not offer the installation services may be precluded from competition on delivery orders that include specific installation requirements.

G.4 ORDERING-BY DESIGNATED ORDERING OFFICIAL AND AUTHORIZED USERS/ORDERING ACTIVITIES

The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Standard Form 1449, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, agency-level Contracting Officers may submit a one-time written request to the IRS Contracting Officer identified in section G.2, for authorization to use this contract. Additionally, prior approval is required from the IRS Contracting Officer preceding issuance of each delivery order placed by the authorized agency Contracting Officer.

All orders shall be subject to the terms and conditions of this contract. The provisions of this contract shall be in control in the event of a conflict with any delivery order. Supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the following activities during the contract. Ordering offices shall provide a copy of each order to the IRS Contracting Officer *within five (5) days* of issuance of order. Ordering offices shall also provide copies of orders, modifications and invoices, to the IRS Contracting Officer *within five (5) days* of issuance of order. As such, copies may be sent by email or facsimile to the following:

(To be designated at time of award)
Internal Revenue Service
Office of Information Technology Acquisition
Telecommunications Branch
6009 Oxon Hill Road, Room 600
Oxon Hill, MD 20745
Email:
Fax:

After contract award, further ordering instructions may be found in the Land Mobile Radio (LMR) Ordering Guide, which will be uploaded to the IRS/LMR Contracts Website.

Activities other than those listed below may be added by contract modification.

G.4.1 Delivery Order Procedures

(a) All items to be furnished under this contract shall be ordered by the issuance of delivery orders in accordance with FAR 52.216-18, Section I. Each delivery order shall contain the following information:

(1) This contract number, the delivery order number and any other control numbers established by the ordering activity.

(2) Contractor identification including the contractor's name, address and any other applicable information/numbers.

(3) Items to be acquired.

(4) Delivery/Period of Performance requirements.

(5) Prompt payment discount information.

(6) Accounting and appropriation data.

(7) Any special clauses or procedures required by the procuring activity; such as, special delivery/acceptance instructions, Government Property, Warranty of Services.

(b) The Government may terminate any delivery order upon written notice from the Contracting Officer. Upon termination, the Contractor shall deliver to the Government all documents, specifications, plans and materials produced by or provided to the Contractor as of the date of the termination, as well as, documentation for all products designed or developed by the Contractor.

(c) The ordering agency shall state its security clearance requirements in its respective delivery orders, as applicable.

G.4.2 Authorized Users/Ordering Activities

This contract is for use by the Department of Justice and its components. This contract is also available for use by the following agencies: Department of Treasury, Executive Office of the President, Department of Agriculture, Department of Commerce, Department of Education, the Federal Reserve, General Services Administration, Department of Health and Human Services, Department of Housing and Urban Development, Department of the Interior, Social Security Administration, Department of State, Supreme Court of the United States, Department of Transportation, Department of Veterans Affairs, White House Communications Agency, Department of Homeland Security and Department of Defense.

Agency Contracting Officers may submit a one-time written request for authorization to use the LMR contract(s) to the IRS Contracting Officer. Authorization is at the discretion of the Government. However, prior approval is required from the IRS Contracting Officer preceding issuance of each delivery order placed by the agency Contracting Officer. Each authorized agency's Contracting Officer shall be responsible for the issuance of, administration of, and payment of invoices for all agency orders issued against the LMR contract(s).

Credit Card Actions: No credit card purchases under this contract are allowed. Any credit card purchases shall be transacted directly between the agency and the contractor and not under this contract.

G.4.3 FAR Clauses and Provisions:

The following clauses/provisions are not subject to the basic contract. However, they may be applied to individual delivery orders as necessary:

- 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (HSAR) (JUNE 2006)

G.5 REMITTANCE ADDRESS

The contractor shall indicate in the space provided below the address where payment should be mailed if different from the contractor's address: [To be completed at time of contract award]

G.6 ADDITIONAL PAYMENT/INVOICE PROVISIONS

Clauses G.7, Required Central Contractor Registration (IR1052-01-003), G.8, Electronic Funds Transfer (EFT) Payments (IR1052-01-001), and G.9, PAID System (IR1052-01-002), are specific to the Department of the Treasury and/or a Department of the Treasury Bureau. However, there may be similar requirements for other Government Agencies placing orders under this contract. Therefore, it is the Contractor's responsibility to ensure its compliance with similar Bureau or Agency requirements before orders can be placed.

(a) The FAR clause entitled Prompt Payment, 52.232-25 (FEB 2002), is made a part of this contract by reference.

(b) Subdivision (a)(6)(i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: Government acceptance of supplies or services furnished under this contract shall be deemed to have occurred constructively on the 30th calendar day after the date the supplies are delivered and received at the destination address, or services are rendered.

(c) Invoices for supplies or services furnished under this contract shall be submitted as follows:

- Original copy to payment office identified in the delivery order;
- Informational copy to the COTR or Co-COTR identified in the delivery order; and
- Information copy to the Contracting Officer that signed the delivery order.

Invoices may be submitted either with delivery of the last unit of the order or subsequent to delivery of the last required unit of the order, or, in the case of services on a quarterly basis or upon completion of the service. All invoices shall contain the contractor's Taxpayer Identification Number (TIN).

(d) The Government will certify the invoice for payment and forward the invoice to the Finance Office specified in the delivery order for payment with a confirmed copy to the Contracting Officer that signed the delivery order. Negative inspection results will be reported immediately to the Contracting Officer. The Contracting Officer/Contracting Officer Technical Representative are the only individuals authorized to reject an invoice.

(e) All invoices submitted for payment shall contain the following basic information:

1. Contract Number
2. Document Control Number/Delivery Order Number
3. Date of the invoice
4. Invoice Number
5. Date of equipment delivery, service was performed or job date
6. Contractor's complete mailing address, including zip code and telephone number
7. Contractor's Tax ID Number (TIN)

G.6.1 General Invoice Requirements

(a) The contractor shall render the receiving reports for items delivered to the authorized Government representative of the receiving organization for certification.

(b) Original invoices, along with the certified receiving reports, shall be sent to the Finance Office specified in the task/delivery order.

(c) To constitute a proper invoice, the following information and/or attached documentation shall be included with the invoice (as applicable):

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number;
- (4) Task/Delivery Order number;
- (5) Part number and description, quantity, unit price and extended total;
- (6) If split delivery, cumulative amounts billed for the order to date;
- (7) Payment terms;
- (8) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (9) Taxpayer Identification Number and DUNS Number;
- (10) Contract Line Item Number(s) (CLINs)

(d) The authorized Government representative of the receiving organization will certify the receiving report (this means that the items are inspected and accepted as ordered, received in good working condition and complete). The contractor will forward the original invoice, along with the certified receiving report to the Finance Office specified in the task/delivery order. The authorized Government representative of the receiving organization will retain a copy of each certified receiving report.

(e) Any invoices which are not properly prepared or accompanied by the certified receiving report or otherwise rejected for supplies not received or accepted, will be returned to the Contractor by the Finance Office with appropriate explanations. The Finance Office shall notify the Contracting Officer in these instances.

(f) All follow-up invoices submitted by the contractor shall be marked "Duplicate of Original".

(g) The contractor will notify both the receiving organization and the Contracting Officer's Technical Representative (COTR) when items are shipped with approximate date of expected delivery.

(h) No adjustments of any type (to include quantity, substitutions, prices, time of delivery, place of delivery, etc.) to any of the items in this order may be made by either the contractor or the authorized Government representative of the receiving organization. All such requests for adjustment shall be referred to the Contracting Officer through the COTR. Failure to adhere to this process will result in non-payment

of invoices.

G.6.2 Fixed-Price (FP) IDIQ Task Orders

The Contractor shall render invoices upon successful completion of each separately priced item in the task order as described in Section G.6.1, but, not more frequently than once per month. This means partial payments for partial deliveries, and/or performance-based payments (see I.63), may be authorized per instructions on individual task orders.

G.6.3 Interest on Overdue Payments

(a) The FAR clause entitled "Prompt Payment" (see Section I, Clause 52.232-25) is applicable to payment under the contract and requires interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by paragraph (b) below.

(b) Subdivision (a)(5)(i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees to inspect and determine the acceptability of supplies delivered or services rendered in accordance with Section E of this contract. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur as stated in Section E of this contract. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the products are rejected or services deficient, the provisions of this clause will apply to the date the Government receives corrected/replacement products or the date the Contractor corrects the deficiencies in services.

G.7 REQUIRED CENTRAL CONTRACTOR REGISTRATION (IR1052-01-003) (JAN 2002)

The United States Department of the Treasury has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. (This clause does not apply to the Treasury Bureau known as the Comptroller of the Currency.) Accordingly, the following requirements apply to this contract.

(a) Definitions. As used in this clause --

- (1) "Central Contractor Registration (CCR) database" means the primary Department of Defense (DoD) repository for contractor information required for the conduct of business with DoD.

- (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.
 - (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4, if applicable, is in the CCR database; the DUNS number has been validated; and all edits have been successfully completed.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement, and that it must be registered in the CCR database prior to contract award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
 - (2) The offeror shall provide its DUNS or, if applicable, its' DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award of a Treasury contract.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Following the Contractor's initial registration in CCR and receipt of any Treasury Department (excluding the Comptroller of the Currency) award of a contract,

purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must directly notify the Contracting Officer of any of its changed mandatory business data in CCR within three business days of the change. (See the CCR Handbook at www.ccr.gov for the current mandatory registration data fields, or contact the CCR Assistance Center at 888-227-2423 or 616-961-4725.)

- (e) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov>, from the Defense Electronic Business Program Office (Defense e-Business) at contact.ccr@us.pwcglobal.com, from the CCR Assistance Center at 888-227-2423 or 616-961-4725, from the Defense Logistic Information Service at dlis_support@dlis.dla.mil.
- (f) Contractors such as some consultants and sole proprietorships that are small firms that would otherwise have no use for a Dun & Bradstreet (D&B) number, may use an alternative D&B registration method. If such a Contractor needs a D&B number principally for CCR registration, the Contractor should call D&B toll-free at (800) 333-0505, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration.

G.8 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS (IR1052-01-001)

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business name, address, telephone number, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR.

Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P.O. Box 3339
Cincinnati, Ohio 45201-3339
Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:

CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

G.9 PAID SYSTEM (IR1052-01-002)

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access.

Registration for the PAID system can be done online at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

G.10 TASK/DELIVERY ORDER CONTRACT OMBUDSMAN (MARCH 1996)

- (a) In accordance with 41 U.S.C.253j(e), the IRS Task/Delivery Order Contract Ombudsman is the Chief, Policy and Procedures Branch, Office of Procurement Policy.
- (b) Ombudsman Responsibilities:
 - (1) Address contractor concerns regarding compliance with the award procedures for task/delivery orders;
 - (2) Review contractor complaints on task/delivery order contracts;
 - (3) Ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and
 - (4) When requested, maintain strict confidentiality of the vendor/contractor requesting assistance.

- (c) Exceptions:

The Ombudsman shall not participate in:

- (1) The evaluation of proposals submitted on the basic contract;
- (2) The source selection process on the basic contract; or
- (3) The adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

- (d) Interested parties may contact the Task/Delivery Order Contract Ombudsman by calling the Office of Procurement Policy at (202) 283-1393 or in writing at:

Internal Revenue Service
Office of Procurement Policy (OS:A:P:P)
6009 Oxon Hill Road
Oxon Hill, MD 20745

1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

(End of clause)

G.11 DELIVERY ORDER CLOSE-OUT

It is the intention of the IRS to perform close-out procedures on an individual delivery order basis. The contractor agrees to perform those internal functions necessary to support this process in a timely manner. Order closeout will occur as soon as possible after performance of the delivery order has been completed. All authorized Agency Contracting Officers shall be responsible for submitting the proper documents required for closeout of each order issued against the LMR contracts. Additional information may be found in the LMR Ordering Guide.

G.12 DELIVERY ORDER RELEASE OF CLAIMS

After completing each delivery order, and prior to final payment, the Contractor shall furnish to the Contracting Officer, a release of claims against any outstanding balances or claims arising out of the order. These are claims, other than any specific claim resulting from the work that is reasonably anticipated by the Contractor when originally estimating the order.

(End of Section)

G.12.1 Summary of Ordered Equipment

With the delivery of each order, the contractor shall provide the COTR with an electronic data file containing information regarding the equipment and services

provided under each order. The information shall be contained in an ASCII flat file that is either comma delimited (*.csv) or tab delimited (*.txt) between fields. The file should be capable of being imported into a range of common database formats. Data to be included in each electronic order summary shall include but not be limited to each shipped unit's model type, serial number, bar code number (if applicable), name of receiving agency, location of shipment, date of arrival, date of acceptance, and date warranty expires. The Government reserves the right to add or delete required data and fields to meet its inventory and property management requirements. The contractor shall provide the electronic order summary to the COTR within 5 days of equipment or service acceptance by the receiving agency. Table G-1 shows the data fields required for each shipment summary.

Table G-1, Shipment Summary Data Requirements

Shipment Summary Data Requirements	
Field	Data Description
1	Model Type
2	Serial Number
3	Vendor Bar Code Number (If Applicable)
4	Government Bar Code Number (If Applicable)
5	Receiving Agency
6	Shipping Location
7	Date of Arrival
8	Date of Acceptance
9	Warranty Expiration Date

SECTION H – SPECIAL CONTRACTING REQUIREMENTS

H.1 MINIMUM DOLLAR GUARANTEE AND MAXIMUM CONTRACT LIMITATION

The Government may elect to award multiple contracts for the same or similar services to two (2) or more sources under this solicitation. As referred to in FAR 52.216-22, Indefinite Quantity, paragraph (b), delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." The total minimum quantity is \$25,000 dollars, which will be divided **equally** between all awardees.

The Government's minimum dollar obligation under the **seven multiple award contracts** is cumulatively \$25,000/\$3,571.42 dollars, inclusive of the option years; the estimated maximum cumulative total dollar obligation under the **multiple award contracts** is \$750,000,000 (\$750 million) dollars, inclusive of the option years.

The contract maximum quantity for a single award is defined as the order of services with an estimated firm fixed price that equates to the total contract value. If multiple awards are made, the maximum for each contract is the total contract value of each contract.

The Government's minimum dollar obligation under this contract is \$25,000 dollars inclusive of the option years. The contract minimum shall be obligated by separate delivery order(s) issued during the base period of the contract.

H.2 NEW, IMPROVED, OR ADDITIONAL EQUIPMENT OR SERVICES (Technology Refreshment Included)

The incorporation of new, improved, or additional equipment or services into the contract shall be undertaken by contract actions in accordance with the terms of this contract. Decisions to add new, improved, or additional services will be made by the Government.

After contract award, the Government may solicit, and the Contractor is encouraged to independently propose, new, improved or additional features, technology or service enhancements and renewal, and other services that will guarantee maintenance and support of the Government's changing needs. These new, improved or additional services may be offered or requested to improve performance, meet new Government needs, save money, increase customer satisfaction, increase efficiency, and for any other purpose which presents an advantage to the Government.

The Contractor shall propose new equipment or service offerings to the Government within 30 calendar days after it becomes available in the geographical area

covered by this contract. The proposal shall be submitted to the CO and COTR concurrently.

As part of any action or proposed change under this clause, the contractor shall submit a complete proposal to the Contracting Officer for consideration and evaluation. Proposed actions that are acceptable to the Government may be processed as modifications to the contract. All proposed actions must support the mission requirements for the Government, and remain within the general scope of this contract.

The Contractor's proposal shall contain the following information, as a minimum:

1. Detailed technical description of the proposed changes and technical literature. A detailed comparison of the existing technology with the proposed new or improved service change and comparative advantages and disadvantages of each, if any.
2. Itemized list of (i) each contract requirement including delivery schedules, or completion dates that would be effected by the proposed change and (ii) portions of the contract that must be modified if the proposal is adopted.
3. An estimate of the modification in performance (time). A fixed price (total cost), if any, that will result from acceptance of the modification.
4. An evaluation of the effects that the proposed modification would have on collateral price or costs to the Government, such as government-furnished property, price or cost, price or cost of related items, and price or costs of maintenance, operations and conversion (including Government premise equipment.)
5. Documentation and certification to support that the proposed prices for the changes –
 - (a) equate to a discount(s) that are equal to or greater than the discount(s) established at the time of award;
 - (b) maintain the Government's relative standing compared to the Contractor's other customers established at the time award;
 - (c) do not exceed a GSA schedule contract price, if any, or that offered to a most favored customer under similar terms and conditions.
6. Documentation and certification to support the commercial availability of the item proposed and the prices at which the items are and have been sold.

The Government shall not be liable for costs incurred in a proposal preparation for financial harm attributable to review, acceptance, or rejection of any proposal submitted in accordance with any provisions of this clause. The Contractor shall state in its proposal a minimum proposal acceptance period of 90 calendar days.

The proposed new, improved, or additional services that are accepted by the Government will be processed as modifications to the contract. The Contractor is cautioned that until a modification is executed, the Contractor is obligated to perform according to the existing contract.

H.3 PRODUCT SUBSTITUTIONS

In the event that replacement products are no longer available, manufacturer discontinued, obsolete, or not cost effective to the Government, in the replacement of that product the Contractor has the responsibility to provide substitutions that meet the following criteria:

- (a) The functional and technical characteristics are equal to or better than the original product.
- (b) The price is equal to or less than the price of the product it is to replace.
- (c) The requirement of being a Commercial-Off-the-Shelf (COTS) product.

The Contractor shall provide sufficient detailed information to corroborate the substitution. The replacement product must be approved in writing by the Contracting Officer and modified into the contract. The substitution shall not cause any negative impact to any Government's system or application, or cause increase in costs to the Government, as determined by the Government.

H.4 WARRANTY

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for the time specified in the contractor's commercial warranty or a period of 18 months after acceptance of each piece of equipment, whichever is greater—

- (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) The contractor shall either restore to proper operating condition or replace any defective unit within 30 calendar days after receipt of the Government's notification of a breach of warranty. The contractor shall complete all warranty work without charge for labor, materials, or shipping. The contractor shall provide, in accordance with this warranty provision and at no additional cost to the Government, all software enhancements, upgrades, and corrections during the life of this warranty. When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. However, the contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 calendar days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of re-inspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the contractor's expense and return all nonconforming supplies to the contractor for correction or replacement.

(C) Require the contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the contractor the cost occasioned to the Government thereby if the contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the contractor's account in a reasonable manner. The Government is entitled to reimbursement from the contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as, for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(6) The product/item warranty information should be included in either the shipping box or in each individual product box.

H.5 DISCLOSURE OF “OFFICIAL USE ONLY” INFORMATION SAFEGUARDS (IRSAP 1052.224-9000) (DEC 1988)

Any Government information made available or to which access is provided, and which is marked or should be marked “Official Use Only”, shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the contractor or subcontractor at any tier shall require prior written approval of the Contracting Officer. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

H.6 DISCLOSURE OF INFORMATION—OFFICIAL USE ONLY (IRSAP 1052.224-001) (DEC 1988)

Each officer or employee of the Contractor or subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years or both.

H.7 STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

H.8 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Additionally, 18 U.S.C. 709 contains specific prohibitions on use of specific agencies names, acronyms, logos, emblems, etc., in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the said agency, without the express written consent of the official designated in 18 U.S.C. 709. Violations may be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

H.9 PROCEDURES FOR CORRESPONDENCE

All correspondence shall be subject to the following procedures:

(a) Technical correspondence shall be addressed to the Contracting Officer's Technical Representative (COTR) or his designated representative with information copies to the Contracting Officer.

(b) All other correspondence, e.g., request for waivers, deviations, or modifications to the requirements, and terms and conditions of this contract, shall be

addressed to the Contracting Officer with an information copy to the COTR or his designated representative (see Section G).

H.10 INCORPORATION OF CERTIFICATIONS

The Contractor's completed Section K—Representations, Certifications and Other Statements of Offerors, is hereby incorporated into the contract by reference with the same force and effect as if set forth in full text.

H.11 PERSONNEL ACCESS

All Contractor personnel requiring access to the Government's sites will be subject to the security clearance procedures specified in individual delivery orders. The ordering agency shall state its security clearance requirements in its respective delivery orders as applicable.

H.12 SPECIAL PROMOTIONS AND TEMPORARY PRICE REDUCTIONS

The Contractor, at any time during the period of contract performance, may offer a special promotion or temporary price reduction on any of the items listed in Section B, without a contract modification being required.

These special promotions could include, a temporary price reduction, trade-ins, rebates, return/exchange of goods, demonstration inventory being made available for sale at reduced prices, quantity discounts, and cumulative purchase quantity discounts, contingent a sales promotion or volume discount being made available to the general public. These promotions also include promotions such as upgrades at a reduced price, along with related part sales at a reduced price, which may be contingent on all upgrades being both purchased from, and installed by the contractor, and promotions offering no additional charges for the installation for many upgrades. If such promotion/price reduction is being offered, the Contractor shall notify the Contracting Officer in writing of the duration of the promotion, the price reduction, the items affected, the new price, and other related information so that the Government may take maximum advantage of such special events. To order the items under the terms of the temporary price reduction, promotion, the Ordering Agency will issue delivery orders citing the reduced prices.

H.13 OPEN MARKET ITEMS PURCHASED ON THE SAME IDIQ ORDER

Incidental items that are not specified in the contract may be accepted by the Contractor on Contract delivery orders, provided they do not exceed \$3,000.00 per delivery order.

The Contractor, on an as required basis, will quote prices on these items.

H.14 SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS SUBCONTRACTING PROGRAM SUPPORT

Because of the size of this acquisition, the Government anticipates subcontracting opportunities for small, HUBZone small, small disadvantaged, and women-owned small business concerns. The Contractor shall provide a Subcontracting Plan that conforms to the requirements in Section J. The Government intends to monitor the contractor's adherence to the Subcontracting Plan and continually work to ensure the maximum practicable participation of small, HUBZone small, small disadvantaged, and women-owned small business concerns in the LMR acquisition. In support of this effort, every six (6) months the Contractor shall provide to the Contracting Officer, the following:

- (a) A concise written summary of progress in the Contractor's subcontracting outreach program as described in the Contractor's Subcontracting Plan.
- (b) A list of types of subcontracts awarded and any letters of commitment.
- (c) An updated checklist that tracks adherence to the provisions of the Subcontracting Plan.
- (d) Periodic meetings with representatives of the Contracting Office, the Program Management Office, and the Small Business Administration to discuss the Contractor's activity in the Contractor's subcontracting program.

In addition to the requirement to file a Standard Form (SF) 294—Subcontracting Report for Individual Contracts and SF 295—Summary Subcontract Report, the Contractor shall provide the small business specialist and the Contracting Officer subcontracting report backup data. The backup data shall consist of a spreadsheet showing in chronological order of subcontract award, the work activities, the dollar value of each subcontract, and the name and size of the business concern to which the subcontract was awarded. The information in the backup data shall correlate with the Contractor's SF 294 and SF 295 Subcontracting Reports.

H.15 POST AWARD CONFERENCE

The Contractor shall participate in a post award conference that will be held within ten (10) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and

mutual understanding of all contract requirements and identify and resolve potential problems (see FAR Subpart 42.5).

The Contracting Officer is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives (e.g., COTR, CO, Co-COTRs, etc.) and the Contractor. The Contracting Officer will designate or act as the chairperson at the conference. The chairperson of the conference shall conduct the meeting.

The Contracting Officer may make commitments or give directions within the scope of his/her authority and shall put in writing and sign any commitment or direction, whether or not it changes the contract. Any change to the contract that results from the post award conference shall be made only by a contract modification referencing the applicable terms of the contract. Participants without authority to bind the Government shall not take action that in any way alters the contract. The chairperson shall include in the conference summary report all information and guidance provided to the Contractor.

The prime Contractor is generally responsible for conducting post award conferences with subcontractors. However, the prime Contractor may invite Government representatives to those conferences.

(End of Section)

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses: <http://www.arnet.gov>.

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006) Alt I
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
1052.203-12	Limitation on Payments to Influence Certain Federal Transactions (DEVIATION) (SEP 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.204-7	Central Contractor Registration (JUL 2006)
52.204-9	Personal Identify Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.212-1	Instructions to Offerors-Commercial Items (SEP 2006)
52.212-2	Evaluation-Commercial items (JAN 1999)
52.215-2	Audit and Records--Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)

52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-22	Indefinite Quantity
52.216-23	Execution and Commencement of Work (APR 1984)
52.216-24	Limitation of Government Liability (APR 1984)
52.216-25	Contract Definitization (OCT 1997) Alt I (APR 1984)
52.217-7	Option for Increased Quantity-Separately Priced Line Item (MAR 1989)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Disadvantaged Business Subcontracting Plan (NOV 2007)
52.219-16	Liquidated Damages--Small Business Subcontracting Plan (JAN 1999)
52.219-22	Small Disadvantaged Business Status
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999)
52.219-26	Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000)
52.222-28	Post-Award Small Business Program Representation (JUN 2007)
52.222-3	Convict Labor (JUN 2003)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2001)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2006)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)

52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 1989)
52.223-4	Recovered Material Certification (OCT 1997)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-14	Toxic Chemical Release (OCT 2000)
52.225-5	Trade Agreements (JUN 2006)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-29	Terms for Financing of Purchases of Commercial items (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.232.35	Designation of Office for Government Receipt of Electronic Funds Transfer information (MAY 1999)
52.232.37	Multiple Payment Arrangements (MAY 1999)
52.232.38	Submission of Electronic Funds Transfer Information with Offer (MAY 1999)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)

52.233-4	Applicable Law For Breach Of contract Claim (OCT 2004)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.246-23	Limitation of Liability (FEB 1997)
52.248-1	Value Engineering (FEB 2000)

I.2 SF 294 AND SF 295 REPORTING (1052.219-70) (MAR 2002)

In accordance with the clause entitled “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan” in Section I and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer (address shown on front of contract)	Original	Original
Small Business Specialist Internal Revenue Service 6009 Oxon Hill Road Suite 700, Constellation Centre Oxon Hill, MD 20745	Copy	Copy
Department of the Treasury Office of Small Business Development (MMD) 1500 Pennsylvania Avenue, NW c/o 1310 G St., NW, Suite 400W Washington, DC 20220	N/A	Copy

I.3 DEPARTMENT OF THE TREASURY MENTOR-PROTÉGÉ PROGRAM (1052.219-73) (1019.202-70) (JAN 2000)

Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé program. Mentor firms provide small business protégés with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms, are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

(End of Clause)

**I.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-18)
(APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**I.5 1052.224-9000(d) DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION
SAFEGUARDS (DEC 1988)**

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

(End of Clause)

**I.6 1052.224-9001(b) DISCLOSURE OF INFORMATION-OFFICIAL USE ONLY
(DEC 1988)**

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of

another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

(End of Clause)

I.7 1052.224-9001(a) DISCLOSURE OF INFORMATION--CRIMINAL/CIVIL SANCTIONS (JAN 1998)

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to contractors by 5

U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(End of Clause)

I.8 1052.224-9002 DISCLOSURE OF INFORMATION - INSPECTION (DEC 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

(End of Clause)

I.9 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (**If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.)

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact that will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

(End of Clause)

I.10 52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and,

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and,

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), et seq., Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete.

Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business

day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

I.11 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items

As prescribed in [12.301](#)(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (June 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

- ___ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- X** (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (4) [Reserved]
- ___ (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- ___ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X** (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- X** (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- X** (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- X** (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- ___ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X** (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X** (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X** (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X** (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X** (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X** (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X** (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

- ___ (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- ___ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X** (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- X** (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X** (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X** (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- X** (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

- (iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
 - (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
 - (v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).
 - (viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.12 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the contract expiration date.

(End of Clause)

I.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within five (5) calendar days after the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

**I.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I.15 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to –

(1) furnish phase-in training; and,

(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel

records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

I.16 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

I.17 DT1052.219-71 SUBCONTRACTING PLAN (MAR 2002)

As part of its initial proposal, each large business offeror shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Section J of this solicitation is optional, however, plans must contain all elements included in the outline.

(End of Clause)

I.18 DT1052.219-73 DEPARTMENT OF THE TREASURY MENTOR PROTÉGÉ PROGRAM (January 2000)

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business protégés with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

(End of Clause)

I.19 DT1052.228-70 INSURANCE (MAR 2002)

In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(c).

(End of Clause)

I.20 IR1052-01-002 PAID SYSTEM (*This paragraph is specific to the U.S. Department of Treasury only*)

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your

payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

I.21 IR1052-98-011 STATE AND LOCAL TAXES

In accordance with FAR 29.303 and FAR 31.205-41 the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State or local tax exemption. The Contractor may request a waiver, by the Contracting Officer, from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings of the Government.

(End of Section)

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment J.1	Technical Compliance Matrix
Attachment J.2	Fair Opportunity Process Guide
Attachment J.3	Ordering Guide

J.1 Technical Compliance Matrix

Requirements	RFP Reference	Proposal Reference	Product Compliance
General Requirements	C.2		
Frequency Ranges	C.2.1		
VHF (Low-Split) 136-150.8 MHz	C.2.1.1		
VHF (High-Split) 150.8-175 MHz	C.2.1.2		
UHF (Low-Split) 406-420 MHz	C.2.1.3		
UHF (High-Split) 450-512 MHz	C.2.1.4		
700 MHz 763-775 MHz and 793-805 MHz	C.2.1.5		
800 MHz 806-824 MHz and 851-870 MHz	C.2.1.6		
Operating Modes	C.2.2		
Analog 25 kHz 16K0F3E	C.2.2.1		
Analog 25 kHz 20K0F3E	C.2.2.1		
Analog 12.5 kHz 11K0F3E	C.2.2.1		
Digital 12.5kHz 11K0F3E	C.2.2.2		
Special Radio Function	C.2.3		
Encryption	C.2.3.1		
TIA/EIA-102 Encryption	C.2.3.1.1		
Legacy and Existing Federal Encryption	C.2.3.1.2		
TIA/EIA-102 Digital OTAR	C.2.3.2		
TIA/EIA-102 Trunking	C.2.3.3		
Common Subscriber Frequency within a Multiple Repeater Environment	C.2.3.4		
Internet Protocol (IP)	C.2.3.5		
Equipment - General	C.3		
General	C.3.1		
Construction and Equipment	C.3.1.1		
Alignment/Ease of Use	C.3.1.2		
RF Termination	C.3.1.3		
Service Manuals	C.3.1.4		
Identification Tag	C.3.1.5		
Spare Parts Availability	C.3.1.6		
Environmental	C.3.1.7		
Discontinuation of Equipment or Parts	C.3.1.8		

Requirements	RFP Reference	Proposal Reference	Product Compliance
Transmit and Receive Equipment - General	C.3.2		
Programmability	C.3.2.1		
Software	C.3.2.2		
Hardware	C.3.2.3		
Transmitter	C.3.2.4		
Power Levels	C.3.2.4.1		
Analog Specifications	C.3.2.4.2		
Digital Specifications	C.3.2.4.3		
Receiver	C.3.2.5		
Analog Specifications	C.3.2.5.1		
Digital Specifications	C.3.2.5.2		
Channel and Group Capacity	C.3.2.6		
Channel Capacity	C.3.2.6.1		
Subscriber Units	C.4		
Portable Units	C.4.1		
General Requirements	C.4.1.1		
Conventional Requirements	C.4.1.1.1		
Simplex Peer-to-Peer Operation	C.4.1.1.1.1		
Repeater Access	C.4.1.1.1.2		
Flash Programming	C.4.1.1.2		
Features and Controls	C.4.1.1.3		
Accessory Support	C.4.1.1.4		
External Interface Support	C.4.1.1.5		
Power Source	C.4.1.1.6		
Portable Radio Configurations	C.4.1.2		
Baseline VHF Low-Split and High-Split Combine Configuration	C.4.1.2.1		
Baseline UHF Low-Split Configuration	C.4.1.2.2		
Baseline UHF High-Split Configuration	C.4.1.2.3		
Baseline 700 MHz Configuration	C.4.1.2.4		
Baseline 800 MHz Configuration	C.4.1.2.5		
Additional Capabilities or Features	C.4.1.3		
DTMF Keypad	C.4.1.3.1		
Display	C.4.1.3.2		
Scanning	C.4.1.3.3		
Surveillance Mode	C.4.1.3.4		
Radio Programming Equipment and Cables	C.4.1.3.5		
External Data Port	C.4.1.3.6		
Batteries - Rechargeable	C.4.1.3.7		
Batteries - Disposable	C.4.1.3.8		
Re-Loadable Battery Pack	C.4.1.3.9		

Requirements	RFP Reference	Proposal Reference	Product Compliance
Single Unit Battery Charger	C.4.1.3.10		
Single Unit Tri-Chemistry Battery Charger	C.4.1.3.11		
Multi-Unit Battery Charger	C.4.1.3.12		
Multi-Unit Tri-Chemistry Battery Charger	C.4.1.3.13		
Automobile Adapter Battery Charger	C.4.1.3.14		
Multi-Unit Battery Reconditioner	C.4.1.3.15		
Carrying Cases	C.4.1.3.16		
Belt Clips	C.4.1.3.17		
Two-Piece Surveillance Kit	C.4.1.3.18		
Three-Piece Surveillance Kit	C.4.1.3.19		
Wireless Earpiece and Microphone Kit	C.4.1.3.20		
Handheld Speaker/Microphone	C.4.1.3.21		
Antenna for Portable Radios	C.4.1.3.22		
Portable Radio Vehicular Adapter	C.4.1.3.23		
Global Positioning Satellite Functionality	C.4.1.3.24		
Small Form Factor Portable Radio	C.4.1.3.25		
Mobile Radios	C.4.2		
General Requirements	C.4.2.1		
Conventional Operation	C.4.2.1.1		
Simplex Peer-to-Peer Operation	C.4.2.1.1.1		
Repeater Access	C.4.2.1.1.2		
Flash Programming	C.4.2.1.2		
Radio Controls	C.4.2.1.3		
Surveillance Mode	C.4.2.1.4		
Speaker	C.4.2.1.5		
External Microphone	C.4.2.1.6		
External Interface Support	C.4.2.1.7		
Power Source	C.4.2.1.8		
Mobile Radio Configurations	C.4.2.2		
Baseline VHF Low-Split Configuration	C.4.2.2.1		
Baseline VHF High-Split Configuration	C.4.2.2.2		
Baseline UHF Low-Split Configuration	C.4.2.2.3		
Baseline UHF High-Split Configuration	C.4.2.2.4		
Baseline 700 MHz Configuration	C.4.2.2.5		
Baseline 800 MHz Configuration	C.4.2.2.6		
Dual Band Configuration	C.4.2.2.7		
Additional Capabilities or Features	C.4.2.3		
DTMF Keypad	C.4.2.3.1		
Display	C.4.2.3.2		
Scanning	C.4.2.3.3		
Radio Programming Equipment and Cables	C.4.2.3.4		
External Data Port	C.4.2.3.5		
Audio Output Jack	C.4.2.3.6		
Siren/PA Capable Radio Control	C.4.2.3.7		

Requirements	RFP Reference	Proposal Reference	Product Compliance
Handheld Speaker/Microphone for Mobile Radios	C.4.2.3.8		
External Speaker for Mobile Radios	C.4.2.3.9		
Antenna for Mobile Radios	C.4.2.3.10		
Global Positioning Satellite Functionality	C.4.2.3.11		
Desktop Stations	C.4.3		
General Requirements	C.4.3.1		
Conventional Operation	C.4.3.1.1		
Simplex Peer-to-Peer Operation	C.4.3.1.1.1		
Repeater Access	C.4.3.1.1.2		
Flash Programming	C.4.3.1.2		
Radio Controls	C.4.3.1.3		
Control Capabilities	C.4.3.1.4		
Speaker	C.4.3.1.5		
External Microphone	C.4.3.1.6		
External Interface Support	C.4.3.1.7		
Power Source	C.4.3.1.8		
Desktop Radio Configurations	C.4.3.2		
Baseline VHF Low-Split Configuration	C.4.3.2.1		
Baseline VHF High-Split Configuration	C.4.3.2.2		
Baseline UHF Low-Split Configuration	C.4.3.2.3		
Baseline UHF High-Split Configuration	C.4.3.2.4		
Baseline 700 MHz Configuration	C.4.3.2.5		
Baseline 800 MHz Configuration	C.4.3.2.6		
Additional Capabilities or Features	C.4.3.3		
DTMF Keypad	C.4.3.3.1		
Display	C.4.3.3.2		
Scanning	C.4.3.3.3		
Power Source	C.4.3.3.4		
Radio Programming Equipment and Cables	C.4.3.3.5		
External Data Port	C.4.3.3.6		
Global Positioning Satellite Functionality	C.4.3.3.7		
Portable Repeaters	C.4.4		
Portable Repeater Encryption Operation w/o Encryption Keys	C.4.4.1		
Portable Repeater Encryption Operation With Encryption Keys	C.4.4.2		
Portable Repeater Configurations	C.4.4.3		
Baseline VHF Low-Split Configuration	C.4.4.3.1		
Baseline VHF High-Split Configuration	C.4.4.3.2		
Baseline UHF Low-Split Configuration	C.4.4.3.3		
Baseline UHF High-Split Configuration	C.4.4.3.4		
Baseline 700 MHz Configuration	C.4.4.3.5		
Baseline 800 MHz Configuration	C.4.4.3.6		

Requirements	RFP Reference	Proposal Reference	Product Compliance
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Portable Base Stations	C.4.5		
General Requirements	C.4.5.1		
Conventional Operation	C.4.5.1.1		
Simplex Peer-to-Peer Operation	C.4.5.1.1.1		
Repeater Access	C.4.5.1.1.2		
Flash Programming	C.4.5.1.2		
Radio Controls	C.4.5.1.3		
Speaker	C.4.5.1.4		
External Microphone	C.4.5.1.5		
External Interface Support	C.4.5.1.6		
Power Source	C.4.5.1.7		
Antenna Relay	C.4.5.1.8		
Portable Base Station Configurations	C.4.5.2		
Baseline VHF Low-Split Configuration	C.4.5.2.1		
Baseline VHF High-Split Configuration	C.4.5.2.2		
Baseline UHF Low-Split Configuration	C.4.5.2.3		
Baseline UHF High-Split Configuration	C.4.5.2.4		
Baseline 700 MHz Configuration	C.4.5.2.5		
Baseline 800 MHz Configuration	C.4.5.2.6		
Additional Capabilities or Features	C.4.5.3		
DTMF Keypad	C.4.5.3.1		
Display	C.4.5.3.2		
Antenna for Portable Base Stations	C.4.5.3.3		
Programming Equipment and Cables	C.4.5.3.4		
External Data Port	C.4.5.3.5		
Batteries - Rechargeable	C.4.5.3.6		
Battery Charger	C.4.5.3.7		
 Aircraft Radios	 C.4.6		
Conventional Operation	C.4.6.1		
Simplex Peer-to-Peer	C.4.6.1.1		
Repeater Access	C.4.6.1.2		
Flash Programming	C.4.6.1.3		
Aircraft Radio Configurations	C.4.6.2		
Baseline VHF Low-Split Configuration	C.4.6.2.1		
Baseline VHF High-Split Configuration	C.4.6.2.2		
Baseline UHF Low-Split Configuration	C.4.6.2.3		
Baseline UHF High-Split Configuration	C.4.6.2.4		
Baseline 700 MHz Configuration	C.4.6.2.5		
Baseline 800 MHz Configuration	C.4.6.2.6		

Requirements	RFP Reference	Proposal Reference	Product Compliance
Marine/Watercraft Radios	C.4.7		
Conventional Operation	C.4.7.1		
Simplex Peer-to-Peer	C.4.7.1.1		
Repeater Access	C.4.7.1.2		
Flash Programming	C.4.7.1.3		
Marine Craft Radio Configurations	C.4.7.2		
Baseline VHF Low-Split Configuration	C.4.7.2.1		
Baseline VHF High-Split Configuration	C.4.7.2.2		
Baseline UHF Low-Split Configuration	C.4.7.2.3		
Baseline UHF High-Split Configuration	C.4.7.2.4		
Baseline 700 MHz Configuration	C.4.7.2.5		
Baseline 800 MHz Configuration	C.4.7.2.6		
Portable Encryption Key Loading Device	C.5		
Key Storage	C.5.1		
Key Loading Method	C.5.2		
Key Transfer Method	C.5.3		
Display	C.5.4		
Verification Test	C.5.5		
Key Recall	C.5.6		
Programmable Lock	C.5.7		
Non-Volatile Memory	C.5.8		
Power-Down Timer	C.5.9		
Power-Up Memory	C.5.10		
OTAR Compatibility	C.5.11		
Power Source	C.5.12		
Battery Power Source	C.5.13		

Requirements	RFP Reference	Proposal Reference	Product Compliance
Training	C.6		
Subscriber Unit Operations Training	C.6.1		
Subscriber Unit Maintenance Training	C.6.2		
Installation	C.7		
Specs for Install, Removal, and Relocate of Port Radio Vehicular Adapters	Table C.7-1		
Specs for Install, Removal, and Relocate of Mobile Radios	Table C.7-2		
Specs for Install, Removal, and Relocate of Desktop Stations	Table C.7-3		

**INTERNAL REVENUE SERVICE
DEPARTMENT OF JUSTICE**

**FAIR
OPPORTUNITY
PROCESS
GUIDE**

FOR

**LAND MOBILE RADIO
(LMR)**

SUBSCRIBER UNITS

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1 INTRODUCTION

1.1 Purpose

This Fair Opportunity Guide provides information to federal agencies on using the Land Mobile Radio Subscriber Units (LMR) contracts to obtain equipment and labor necessary to install, remove and relocate radio equipment, and provide training. The LMR will be an Indefinite Delivery – Indefinite Quantity (IDIQ), Multiple Award, Firm Fixed Price and Commercial Items Type Contract. The Internal Revenue Service (IRS) Office of Procurement will be responsible for pre- and post award contractual duties regarding the LMR effort on behalf of the Department of Justice and its components.

The Fair Opportunity Guide describes the procedures that will assist federal agencies in selecting a LMR contractor under the Fair Opportunity process. It is intended for use by agency officials authorized to place orders against the LMR contracts, and officials responsible for administering the LMR contracts.

The objective of this guide is to prescribe fair opportunity procedures that can be used by all agencies to obtain services under the LMR contracts.

1.2 Applicability of Fair Opportunity

The fair opportunity process is mandated by 41 United States Code (USC) 253, and implemented in FAR Section 16.505. The agency's order placement decision may be based solely on price, or some combination of price and non-price related factors.

Orders may be issued without the fair opportunity process whenever circumstances warrant the exercise of any exception set forth in FAR Section 16.505(b)(2), (Attachment 3). However, the Internal Revenue Service (IRS) expects a vast majority of orders will be placed via the fair opportunity process. The ordering agency may have additional requirements that may be considered an exception to the fair opportunity process. Under those circumstances, the ordering agency conducting the fair opportunity process must meet the exception requirements outlined in Attachment 2, entitled "Exceptions to the Fair Opportunity Process".

2 LMR ORDERING PROCESS OVERVIEW

2.1 Contract Overview

The LMR contract is designed to allow authorized users to define their equipment requirements, select a LMR contractor, and place an order with the selected contractor, in accordance with the terms and conditions of the contract. The LMR contract offers fixed priced Contract Line Item Numbers (CLINs). Additional CLINs may be established to accommodate agency specific requirements that fall within the scope of the contract. The IRS is responsible for implementing the contract modification process.

The LMR ordering flow supports two (2) types of processes; (1) a standard equipment CLIN process; and, (2) a Statement of Work (SOW) process for services. The IRS Tool will consist of the LMR/IRS website.

3 FAIR OPPORTUNITY PACKAGE PREPARATION AND FAIR OPPORTUNITY DECISION

3.1 Procedures for Requirements Development

Authorized Users:

The LMR contracts are for use by the Department of Justice and its components. The contracts will also be available for use by the following agencies: Department of Treasury, Executive Office of the President, Department of Agriculture, Department of Commerce, Department of Education, the Federal Reserve, General Services Administration, Department of Health and Human Services, Department of Housing and Urban Development, Department of the Interior, Social Security Administration, Department of State, Supreme Court of the United States, Department of Transportation, Department of Veterans Affairs, White House Communications Agency, Department of Defense.

Credit Card Actions: No credit card purchases are allowed against the LMR contracts. Any credit card purchases shall be transacted directly between the agency and the contractor and not under this contract.

Fair Opportunity to Compete:

The authorized agency's Contracting Officer must provide all multiple awardees a fair opportunity to be considered for each order in excess of \$3,000 pursuant to FAR 16.505(b). The authorized agency's Contracting Officer may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered.

Contract Term:

Base Year (Date of Award through 12 months); First Option Year (Through 12 months after Base Year), Second Option Year (Through 12 months after 1st Option Year), Third Option Year (Through 12 months after 2nd Option Year), Fourth Option Year (Through 12 months after 3rd Option Year).

Geographic Scope:

Contiguous United States; Alaska; Hawaii; District of Columbia; Guam; Virgin Islands; Puerto Rico; American Samoa; and Northern Marianas, depending upon the contract.

Ordering:

Agency Contracting Officers may submit a written request to the IRS Contracting Officer identified in Section G.2 of the contract, for authorization to use the LMR contract(s). Authorization is at the discretion of the Government. Additionally, prior approval is required from the IRS Contracting Officer, preceding issuance of each delivery order by the ordering Agency Contracting Officer. Each agency authorized user shall be responsible for issuance of, administration of, and payment of invoices for all orders issued for its requirements against the LMR contract(s).

The ordering agency will issue the Request for Quotes (RFQ) to the LMR contractors. The ordering agency may coordinate and conduct questions and answers with the LMR contractors.

The contractors will submit proposals to the ordering agency in response to the RFQ. If a contractor is not interested in submitting a proposal, he/she must submit a written "No Bid" response to the ordering agency's Contracting Officer.

The ordering agency will evaluate the contractors' proposals using the agency's evaluation plan outlined in the RFQ.

Requests for Quotes may be forwarded via hard copy, facsimile, electronic commerce methods, or telephone. Requests for Quotes and the required responses will be tailored to the minimum level of detail necessary for adequate evaluation and selection for order placement. Upon receipt of a request for quote, the contractor shall submit an offer to the Contracting Officer within the time frame specified in the request. Issuance of an order may be based on evaluation of initial offers without discussions, or on evaluation of offers and discussions. Each order will be placed with the contractor that demonstrates the best overall value to the Government.

Orders will be placed against the LMR contracts via hard copy, facsimile, or electronic commerce methods. The Contractor will be required to deliver products and provide services as specified in each individual Specification/Statement of Work, which will be attached to the orders. Orders will be issued on a firm-fixed price basis. Each order will also contain agreed-to delivery and acceptance terms and conditions. Contractor performance will be reviewed during annual reviews, and will affect the issuance of future orders under these multiple award contracts.

The Government has the right with any delivery order to require the contractors to submit an executive summary, technical proposal, and cost proposal, or any combination of the three (3).

Alternatively, or in addition, contractors may be given the opportunity to propose on a given delivery order by any of the following mechanisms:

- 1) Agency Contracting Officers may telephone contractors to identify contractor capacity to provide equipment, and contractor's proposed fixed price under simple delivery orders requiring delivery of smaller quantities of equipment to a single location.

2) Agency Contracting Officers may telephone or issue written requests for written or oral offers for delivery orders requiring larger quantities of equipment to a single location or multiple locations.

Any written request for offers will include the following:

- A. Specification/Statement of Work and the evaluation criteria that will be used to evaluate the offers, if required;
- B. The components of the offer (technical and/or cost or other factors) to be submitted, if required;
- C. Format for submission;
- D. Time frame for submission of the offer;
- E. Basis for selection;
- F. Any other relevant instructions to the contractor, including those regarding discussions.

Costs associated with the submittal of proposals for individual delivery orders shall not be reimbursed as direct charges against the contract.

The Contracting Officer's selection decision on each delivery order shall not be subject to the protest or dispute provisions of the contract, except for a protest that the delivery order increases the scope, performance period, or maximum value of the contract.

The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract.

All orders shall be subject to the terms and conditions of this contract. The provisions of this contract shall be in control in the event of a conflict with any delivery order.

Supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the agencies authorized to use the LMR contract identified in contract Section G.5. Ordering offices shall provide copies of orders, modifications, and invoices to the IRS Contracting Officer *within five (5) days* of issuance of order. As such, copies may be sent by e-mail or facsimile to the following:

Internal Revenue Service
Telecommunications Branch
Voice and Wireless Section (OS:A:P:I:A:B)
6009 Oxon Hill Road
Oxon Hill, MD 20745
Email: **TBD**

Fax: 202-283-4429

After award of the LMR contracts, further ordering instructions may be found in the Land Mobile Radio (LMR) Ordering Guide, which will be uploaded to the IRS/LMR Contracts Website.

Activities other than those listed in Section 3.1 of this guide, may be added by contract modification.

Delivery Order Procedures:

(a) All items to be furnished under this contract shall be ordered by the issuance of delivery orders in accordance with FAR 52.216-18, Section I. Each delivery order shall contain the following information:

(1) This contract number, the delivery order number and any other control numbers established by the ordering activity.

(2) Contractor identification including the contractor's name, address and any other applicable information/numbers.

(3) Items to be acquired.

(4) Delivery/Period of Performance requirements.

(5) Prompt payment discount information.

(6) Accounting and appropriation data.

(7) Any special clauses or procedures required by the procuring activity; such as, special delivery/acceptance instructions, Government Property, Warranty of Services.

(c) The Government may terminate any delivery order upon written notice from the Contracting Officer. Upon termination, the Contractor shall deliver to the Government all documents, specifications, plans and materials produced by or provided to the Contractor as of the date of the termination, as well as, documentation for all products designed or developed by the Contractor.

(c) The ordering agency shall state its security clearance requirements in its respective delivery orders, as applicable.

Delivery Time:

Delivery information will be based on agency individual requirements/orders.

Products and Services:

See Section B of LMR Contract(s)

FOB Point:

Destination

Warranty:

Specified in Contract Section H.4, and any additional Contractor warranty terms and conditions, if applicable.

Prices:

See individual contract CLIN prices.

Section 508 Compliance:

National Security Intelligence Exception.

Minimum Background Investigation (MBI):

All applicable contractor security requirements will be specified within individual agency orders. See Section H.11 of the contract for further information.

Delivery Order Requirements:

(Advance contact with the contractor may be required):

- Delivery Address w/Point of Contact (POC) and Telephone Number(s)
- Delivery Date
- Special Radio Functions (If applicable)
- Identification Tag Requirements (If applicable)
- Additional Capabilities or Features (If applicable)
- Radio Configuration(s) (If applicable)
- Installation Information (If required)
- Training (If required)

Payment by Electronic Funds Transfer:

All payments by the Government under the contracts shall be made by electronic funds transfer (EFT), except as provided in Section G.9 of the contract.

ATTACHMENT 1

ROLES AND RESPONSIBILITIES

Roles and responsibilities for selecting a LMR contractor, and placing orders against the LMR contracts will be shared by the ordering agency, IRS, and the LMR contractor providing the services. The roles and responsibilities are outlined in the chart below.

IRS

- **Provides general guidance on selecting a LMR contractor and ordering LMR equipment and services**
- **Tracks/monitors agencies' contract usage, and dollars expended**
- **Executes contract modifications**

LMR Contractor(s)

- **Submits proposals in response to a RFQ**
- **Provides all information needed to keep LMR/IRS tools, databases, and processes up-to-date**
- **Fulfills LMR orders**

Ordering Agency

- **Defines requirements**
- **Conducts market research, as needed**
- **Develops Equipment List/SOW and RFQ, as needed**
- **Issues RFQs**
- **Conducts and documents Fair Opportunity decision**
- **Submits copies of orders and order modifications issued, and copies of invoices**
- **Order closeout**

ATTACHMENT 2

EXCEPTIONS TO THE FAIR OPPORTUNITY PROCESS

The Government may issue orders without the Fair Opportunity process whenever circumstances warrant the exercise of any exception set forth in 41 USC 253j. In the event that any of the Exceptions to Fair Opportunity are employed, the rationale must be thoroughly documented. In accordance with 41 USC 253j Fair Opportunity does not apply to orders that are under \$3,000, although to the extent practicable, such micro-purchases shall be distributed equitably among qualified suppliers. Fair Opportunity also does not apply to service orders above \$3,000 where the Contracting Officer determines that an exception exists. Examples of acceptable fair opportunity exceptions can be found in the following chart:

Examples of Fair Opportunity Exceptions

Exception Provided For By 41 USC 253 (abbreviated description)	Examples of Delivery or Task Order Types that Qualify As Exceptions
Unusual urgency that would lead to unacceptable delays	<ul style="list-style-type: none">• Natural disaster or other emergency needs• Military/mobilization needs• Immediate short-term need arising on short notice
Only one capable contractor	<ul style="list-style-type: none">• Only one contractor offers service/equipment• Only one contractor offers service/equipment to locations needed• Only one contractor can demonstrate that it is capable of providing service as required by the user or to required locations

EXAMPLE OF FAIR OPPORTUNITY NOTIFICATION LETTER

Date

Mr. Robert Clark
Mrs. Stacy Williams
LMR Contracting Officer
Internal Revenue Service
6009 Oxon Hill Road
Oxon Hill, MD 20745

Dear Mr. Clark/Mrs. Williams:

As the designated Contracting Officer for the (enter Agency/Bureau Name here), I would like to take this opportunity to advise you of our selection of (LMR Contractor Name) under LMR Contract (enter number here) as our preferred provider for the following Fair Opportunity Decision Package:

(Agency lists its tracking information (e.g., order number) and a list of the services/equipment referenced in its "Fair Opportunity Decision Package")

Please be advised that our decision was based upon required evaluation criteria used during the fair opportunity assessment of the LMR contract holders. This decision has been properly documented and placed in our files accordingly. All evaluation documentation may be obtained from my office through written request to the IRS Contracting Officer.

Should you have any questions regarding this notification, please contact *(enter POC name, phone number and/or e-mail here)*.

Sincerely,

Contracting Officer

ATTACHMENT 4

EXAMPLE OF EXCEPTION TO FAIR OPPORTUNITY NOTIFICATION LETTER

Date

Mr. Robert Clark
Mrs. Stacy Williams
LMR Contracting Officer
Internal Revenue Service
6009 Oxon Hill Road
Oxon Hill, MD 20745

Dear Mr. Clark/Mrs. Williams:

As the designated Contracting Officer for the (enter Agency/Bureau Name here), I would like to take this opportunity to advise you of our selection of (LMR Contractor Name) under LMR Contract (enter number here) as our preferred provider for the following acquisition:

(Agency lists its tracking information (e.g., order number) and a list of the services/equipment referenced in its package)

Please be advised that the *(identify specific exception)* exception set forth in 41 USC 253 was deemed applicable and employed for this acquisition. The rationale for the usage of the exception has been properly and thoroughly documented; and placed in our files accordingly. All documentation may be obtained from my office through written request to the IRS Contracting Officer.

Should you have any questions regarding this notification, please contact *(enter POC name, phone number and/or e-mail here)*.

Sincerely,

Contracting Officer



J.3 Ordering Guide

Land Mobile Radio (LMR)

ORDERING GUIDE

1. Contractors and Contract Numbers:

Contractor:	HARRIS CORPORATION 1680 UNIVERSITY AVE ROCHESTER, NY 146101839 DUNN: 002204600 TIN: 34-0276860TBD
Contract No.:	TIRNO-10-D-00001
Payment Discount:	None
Contractor:	ICOM AMERICA INCORPORATED 2380 116TH AVE NE BELLEVUE, WA 980043036 DUNN: 03799931 TIN: 91-1083924
Contract No.:	TIRNO-10-D-00002
Payment Discount:	None
Contractor:	MOTOROLA, INC. 7031 COLUMBIA GATEWAY DR 3RD FL COLUMBIA, MD 210462583 DUNN: 069373090 TIN: 36-1115800
Contract No.:	TIRNO-10-D-00003
Payment Discount:	<u>1.5% 20 DAYS or NET 30 DAYS</u>
Contractor:	RELM COMMUNICATIONS, INC. 7100 TECHNOLOGY DR MELBOURNE, FL 329041521 DUNN: 067857110 TIN: 59-3486297
Contract No.:	TIRNO-10-D-00004
Payment Discount:	None
Contract No.:	DATRON WORLD COMMUNICATIONS INC. 3030 ENTERPRISE CT VISTA, CA 920818362 DUNN: 067619114 TIN: 20-0628141
Contract No.:	TIRNO-10-D-00005
Payment Discount:	None
Contractor:	MIDLAND RADIO CORPORATION 5900 PARRETTA DR KANSAS CITY, MO 641202134

Contract No.: DUNN: 926834797
Payment Discount: TIN: 65-0590856
TIRNO-10-D-00006
None

Contractor: EF JOHNSON TECHNOLOGIES, INC.
1440 CORPORATE DR
IRVING, TX 750382401
DUNN: 102317096
TIN: 47-080119
Contract No.: TIRNO-1D-00007
Payment Discount: None

2. Contracting Officer: Carla O. Hunter
(202) 283-2955
Carla.o.hunter@irs.gov

3. Contracting Officer's Technical Representatives (COTRs):

Allyson Hall, COTR
DOJ/WMO
(202) 598-2070
Allyson.hall@usdoj.gov

IRS/COTR
TBD

4. Authorized Users: Authorized users are specified in G.4.2 of the contract. Agency Contracting Officers may submit a written email request for authorization to use the seven (7) LMR contracts in item 2 above the Government (IRS).

5. Fair Opportunity to Compete: Contracting Officers placing orders shall provide each contractor a fair opportunity to be considered for each order exceeding \$3,000 issued under any of the above contracts, except as provided in FAR 16.505(b)(2). The authorized agency's Contracting Officer may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered.

The following may be considered in fulfilling each requirement:

- Competition methodology based on best value, availability, pricing, technical considerations, etc.
- Electronic RFQs (facsimile, email, etc.)
- Verbal RFQs (telephonic)
- Logical follow-on only if original equipment was purchased under one of these LMR contracts and all eligible contractors were given a fair opportunity to compete on the original order.

6. Contract Term:

Base and Option Periods

Base Year	Date of award Thru November 30, 2010
First Option Year	December 1, 2010 thru November 30, 2011
Second Option Year	December 1, 2011 thru November 30, 2012
Third Option Year	December 1, 2012 thru November 30, 2013
Fourth Option Year	December 1, 2013 thru November 30, 2014

7. Geographic Scope: Contiguous United States: Alaska; Hawaii; District of Columbia; Guam; Virgin Islands; Puerto Rico; American Samoa; and, Northern Marianas, depending upon the contract.

8. Ordering: In addition to agency Contracting Officers written requests to the IRS Contracting Officer identified in Item 2 above (see G.4.2). Each agency authorized user shall be responsible for all resolution efforts, issuance, administration, and payment of invoices for all orders issued for its requirements against the seven (7) LMR contracts. The terms and conditions of the contract apply to each order issued thereunder. Every effort should be made to resolve issues, if any, between the authorized user and the Contractor. However, the COTR(s) and IRS Contracting Officer should be contacted in the event all efforts are unsuccessful.

All authorized users are responsible for maintaining a record of the orders placed and the related process in the event of an audit.

A copy of all delivery orders and delivery order modifications must be submitted to the Contracting Officer at the following address:

Internal Revenue Service
Telecommunications Branch, OS:A:P:I:A
ATTN: Carla O. Hunter
Constellation Centre
6009 Oxon Hill Road, 6th Floor
Oxon Hill, MD 20745
Fax: (202) 283-4429
Email: Carla.o.hunter@irs.gov

9. Delivery Time: Determined based on individual requirements/orders. Consult with Contractor.

10. Products and Services: See Section B of LMR contracts.

11. FOB Point: Destination

12. Warranty: See Contract Section H.4. We dare not commit to an additional contractor warranty sight-unseen. The contract warranty terms (FAR 52.212-4(o) and H.4) are adequate.

13. Contract Line Item Numbers (CLINs)/Prices:

CLINs descriptions and prices are available in each contractor's LMR contract and may be available on the Contractor's website.

14. Section 508 Compliance: Waived based on the National Security Intelligence Exception. A Determination & Findings (D&F) and supporting rationale are contained in the contract file.

15. Minimum Background Investigation (MBI): All applicable contractor security requirements will be specified within individual agency orders. See Contract Section H.11 for further information.

16. Delivery Order Requirements:

- Delivery Address with Point of Contact (POC) and Telephone Number(s)
- Delivery Date
- Special Radio Functions (if applicable)
- Additional Capabilities of features (if applicable)
- Radio Configuration(s) (if applicable)
- Installation Information (if required)
- Training (if required)

17. Payment by Electronic Funds Transfer: All payments by the Government under the contracts shall be made by electronic funds transfer (EFT), except as provided Government (authorized ordering agencies) under the contracts in Section G.8 of the contract.